



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

(Approval of Specifications)

**TO:** Guadalupe "Lupe" Trevino, Sheriff  
 Hidalgo County Sheriff's Office

**ATTN:** Lt. Richard Ozuna/ Juan Tapia, Procurement Specialist

Via email: [richard.ozuna@hidalgo.org](mailto:richard.ozuna@hidalgo.org)  
[juan.tapia@hidalgo.org](mailto:juan.tapia@hidalgo.org)

**FROM:** Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department

**DATE:** April 23, 2013

**RE:** Approval of Specifications for: RFB No.: 2013-146-00-00-SGS-HIDALGO COUNTY SHERIFF'S OFFICE)- "Pest Control Services for all Sheriff's Office Facilities (Jail-Law Enforcemen-Academy-Etc)"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 3-1100-423-21-230-0020-425

	<i>Rene Garza</i>	17CSO	4/30/13
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than Tuesday, April 30, 2013 @ 4:00 P.M.

Enclosures

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

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**SPECIFICATIONS**

**SCOPE OF SERVICES:**

Hidalgo County Sheriff's Office is seeking to enter into contract with a qualified bidder(s) to provide regularly scheduled Pest Control Services. Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population control at the County's premises; covered by this contract.

**REQUIREMENTS/SPECIFICATIONS:**

The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified in Exhibit "A" herein including, but not limited to: all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, other building portions, all outer perimeters of buildings and any part not specifically described herein.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Vendor on a monthly basis schedule and during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

Chemicals cannot be stored and/or left unattended at any time on County premises.

**VENDOR RESPONSIBILITIES:**

Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Vendor is to coordinate all work with the Hidalgo County Sheriff's Office for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

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The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Vendor shall report to Hidalgo County Sheriff's any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County Sheriff's Office. Call-back service will be in request by Hidalgo County Sheriff's Office when previous treatment fails to control the pests specified herein.

**BID AWARD:**

All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best interest to Hidalgo County including, but not limited to the following:

- A.) The overall lowest bid price.
- B.) The reputation of the bidder
- C.) The quality of the bidder's goods and/or services.
- D.) The bidder's past performance.

Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications/requirements.

**VENDOR QUALIFICATIONS:**

Vendor must have been in the commercial structural pest control business for a minimum of three years and maintain a current business license from the Texas Structural Pest Control Board.

Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County when requested by the Hidalgo County Sheriff's Office. Hidalgo County reserves the right to request documentation at any time during the service period.

**SERVICE SCHEDULE :**

At mutually agreeable dates, the vendor shall meet with the Sheriff's to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed. Revisions may be made in the event a building is added or deleted from the services.

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**WORK HOURS:**

All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

**SPECIAL SERVICE DUE TO RE-INFESTATION:**

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County Sheriff's Office. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

**EMERGENCY SERVICE DUE TO RE-INFESTATION:**

Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County Sheriff's Office operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four (4) hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals and bait traps used in performance of the service. If chemicals are changed the Vendor must provide the Sheriff's Office with new MSDS sheets.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

**CONTRACT PRICE:**

An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

Additional sites will be priced based on **square footage**.

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**BUILDING RESTRICTIONS:**

Parking:

Vendor shall make arrangements with the authorized Hidalgo County Sheriff's Office Representative prior to offloading equipment at the job site. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Sheriff's Office Representative.

Restrooms:

Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

**TERMS & CONDITIONS:**

1. Term of contract is for a three (3) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.
2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term
3. County may seek purchases from state awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.
4. Hidalgo County reserves the right to reject any/all bids to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Hidalgo County reserves the right to add or delete locations during the term of the contract.
7. Hidalgo County reserves the right to award to one or MULTIPLE vendors if the County determines it is in the best interest to do so.
8. Vendor (s) will provide and maintain all the required Insurances as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

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9. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
  
10. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, MONTH 00, 2013 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, MONTH 00, 2013 BY 5:00 P.M.

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Hidalgo County Sheriff's Office  
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**HIDALGO COUNTY SHERIFF'S OFFICE**  
(Entire Surrounding Buildings)  
**El Cibolo Road**  
**Edinburg, Texas 78539**

**NOTE: THE FOLLOWING ARE APPROXIMATE SERVICE LOCATIONS/SITES  
WHICH SHOULD INCLUDE, BUT NOT LIMITED TO:**

<b>JAIL (Approximately 270,000 Sq. Ft.)</b>		
9 Inmate Dormitory Living Areas 3 Public Lobbies 3 Visitation Areas Employee Training Rooms Staff Dining Kitchen Area Inmate Processing Area Infirmary Administration Staff Offices	Pipe Chases	<b><u>BILLING ADDRESS:</u></b> 701 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez 956-381-7800
<b>LAW ENFORCEMENT CENTER (Approximately 30,000 Sq. Ft.)</b>		
Administration		<b><u>Billing Address:</u></b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>MOTORPOOL (Approximately 10,000 Sq. Ft.)</b>		
Administration		<b><u>Billing Address:</u></b> 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>SHERIFF TRAINING ACADEMY (Approximately 14,400 Sq. Ft.)</b>		
Administration		<b><u>Billing Address:</u></b> 715 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>CSI Garage (Approximately 875 Sq. Ft.)</b>		
Law Enforcement		<b><u>Billing Address:</u></b> 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114

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<b>SHOOTING RANGE OFFICE</b>	
Administration	<b><u>Billing Address:</u></b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>TOWER CONTROL</b>	
Booth	<b><u>Billing Address:</u></b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>SHERIFF ANNEX BUILDING</b>	
Administration	<b><u>Billing Address:</u></b> 413 N. 14 <sup>th</sup> & Loeb Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>EAST SUB-STATION (Approximately 12, 250 Sq Ft)</b>	
Administration	<b><u>Billing Address:</u></b> 3003 E. Mile 11 North Weslaco, Texas 78596 Contact Person: Sgt Daniel Casarez (956) 383-8114

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**EXHIBIT "A"**  
**Hidalgo County Sheriff's Office**  
**"Pest Control Services for All Sheriff's Office Facilities"**  
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**RFB No.: 2013-146-00-00-SGS**

**HIDALGO COUNTY SHERIFF'S OFFICE**  
**(Entire Surrounding Buildings)**  
**El Cibolo Road**  
**Edinburg, Texas 78539**

**NOTE: THE FOLLOWING ARE APPROXIMATE SERVICE LOCATIONS/SITES WHICH SHOULD INCLUDE, BUT NOT LIMITED TO?**

<b>JAIL (APPROXIMATELY 300,000 SQ. FT.)</b>	
<p>9 Inmate Dormitory Living Areas                  3 Public Lobby                  3 Visitation Areas                  Employee Training Rooms                  Staff Dining                  Kitchen Area                  Inmate Processing Area                  Infirmary                  Administration Staff Offices</p>	<p><b>BILLING ADDRESS:</b>                  701 El Cibolo Road                  Edinburg, Texas 78539                  Contact Person: <del>Captain Rene Gonzalez</del> <b>Sgt. DANIEL CASAZER</b>                  956-381-7800</p>
<b>LAW ENFORCEMENT CENTER (APPROXIMATELY 30,000 SQ. FT.)</b>	
<p>Administration</p>	<p><b>Billing Address:</b>                  711 El Cibolo Road                  Edinburg, Texas 78539                  Contact Person: <del>A. Martinez</del>                  (956) 383-8114</p>
<b>MOTORPOOL (APPROXIMATELY 10,000 SQ. FT.)</b>	
<p>Administration</p>	<p><b>Billing Address:</b>                  713 El Cibolo Road                  Edinburg, Texas 78539                  Contact Person: A. Martinez                  (956) 383-8114</p>
<b>SHERIFF TRAINING ACADEMY (APPROXIMATELY 14,400 SQ. FT.)</b>	
<p>Administration</p>	<p><b>Billing Address:</b>                  715 El Cibolo Road                  Edinburg, Texas 78539                  Contact Person: <del>A. Martinez</del>                  (956) 383-8114</p>
<b>CSI Garage (Approximately 875 sq. ft.)</b>	
<p><del>To be Constructed</del>  <i>Law Enforcement</i></p>	<p><i>713 El Cibolo Rd</i>  <i>etc</i>  </p>

*3 Add. →  
 3 Public Lobby  
 - Pipe  
 Chases*

*270,000 sq. ft.*

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SHOOTING RANGE OFFICE	
Administration	<b>Billing Address:</b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
TOWER CONTROL	
Booth	<b>Billing Address:</b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
SHERIFF ANNEX BUILDING	
Administration	<b>Billing Address:</b> 413 N. 14 <sup>th</sup> & Loeb Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114

Add  
EAST SUBSTATION  
3003 E. MILE 11 NORTH  
Weslaco, Tx.

<b>Bid No: 2013-146-00-00-SGS</b>	<b>Buyer: Sandy Suarez</b>	<b>Tel. No: (956) 318-2626 ext. 4860</b>
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**REQUEST FOR BIDS**

**HIDALGO COUNTY SHERIFF'S OFFICE**

**“PEST CONTROL SERVICES FOR ALL SHERIFF'S  
OFFICE FACILITIES  
(Jail-Law Enforcement–Academy-Etc)”**

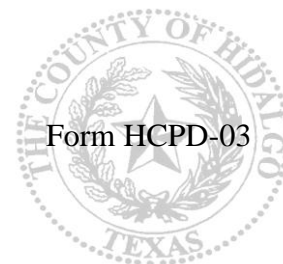
**BID OPENING DATE:**

**Month 00, 2013**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 - New Administration Building  
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-146-00-00-SGS HIDALGO COUNTY SHERIFF'S OFFICE - "PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH 00, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-146-00-00-SGS RFB- HIDALGO COUNTY SHERIFF'S OFFICE – "PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – “PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)”** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office  
Ray Eufrazio, CPA, County Auditor  
2809 S. Bus. Hwy 281  
Edinburg, Texas 78539  
(956) 318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>MONTH 00, 2013</u></b>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

For

**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES**  
**(Jail-Law Enforcement -Academy-Etc.)"**  
**BID NO.: 2013-146-00-00-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County Sheriff's Office** following a request for Services by its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on \_\_\_\_\_, **2013** and expiring on \_\_\_\_\_, **2014** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo  
Attn: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2013.

**APPROVED AS TO FORM**  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB) PROCUREMENT PACKET**

DRAFT

**EXHIBIT "B"**  
**VENDOR'S BID and TAB SHEET**

DRAFT

**EXHIBIT “C”**  
**INSURANCE REQUIREMENTS**

DRAFT

Zimbra

leticia.saenz@co.hidalgo.tx.us

**RE: Review & Approve -Draft Service Contract and Specs-Pest Control Services-Sheriff's Office****From** : Steve Crain <scrain@atlashall.com>

Thu, May 16, 2013 12:23 PM

**Subject** : RE: Review & Approve -Draft Service Contract and Specs-Pest Control Services-Sheriff's Office

1 attachment

**To** : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft contract is fine. We do not review specifications.

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**From**: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent**: Thursday, May 16, 2013 11:23 AM**To**: Steve Crain; Marynel Trevino**Cc**: Martha Salazar; Darlene H. Betancourt; Sandy Suarez**Subject**: Review & Approve -Draft Service Contract and Specs-Pest Control Services-Sheriff's Office

Good morning, Mr. Crain-

Please review and approve as to form for the purposes of the procurement process the "Draft" Service Contract and Draft Specs for Project: #2013-146-00-00-SGS- "Pest Control Services" (attached hereto) for the Sheriff's Office.

Please advise.

Thank you.

**Leticia H. Saenz, CPPB/Contracts Manager**

*Hidalgo County Purchasing Department*

*2812 South Business Highway 281*

*Edinburg, Texas 78539*

*P(956) 318-2626 F(956) 318-2629*

*Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)*

| ...DON'T WORRY...BE HAPPY... |