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

May 16, 2016

Robert Sanchez, Owner
d/b/a **KILL-A-BUG PEST CONTROL**
14913 South 24th Street
McAllen, Texas 78503
P (956) 655-1698 **C** (956) 341-4192

via email: killabugpc@yahoo.com
Extension Term: July 13, 2016 – July 12, 2017

Re: **Extension Notice / HB1295 FORM REQUIRED**
Contract# C-15-031-06-23-"PEST CONTROL SERVICES" (ON AN AS NEEDED BASIS) - HIDALGO COUNTY

Dear Mr. Sanchez:

Be advised, that County has chosen the option to exercise the **First (1st) Year** of the additional two (2) one (1) year terms, **under the same rates, terms and conditions** with **Robert Sanchez** d/b/a **KILL-A-BUG** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908,** and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-16-229-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on May 3, 2016**, the signed notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Friday, June 3 , 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: 05/19/2016
Robert Sanchez, Owner

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-64635

Date Filed:
06/01/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kill-A-Bug Pest Control
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-16-229-00-00
Pest control services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NORMA ANGELICA MARTINEZ
NOTARY PUBLIC
ID# 7569339
State of Texas
Comm. Exp. 03-08-2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Sanchez, this the 2nd day of June, 20 16, to certify which, witness my hand and seal of office.

Norma A Martinez — Signature of officer administering oath
Norma A. Martinez — Printed name of officer administering oath
Notary Public — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-64635

Date Filed:
06/01/2016

Date Acknowledged:
06/02/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kill-A-Bug Pest Control
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-16-229-00-00
Pest control services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Superior Insurance
1347 19th St.
Plano, TX 75074
Phone (972) 423-2300 Fax (972) 759-9781

CONTACT NAME: Tranell Brailsford
PHONE (A/C, No, Ext): (972)423-2300 **FAX (A/C, No):** (972)759-9781
E-MAIL ADDRESS: tranell@superiorinsuranceinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Robert Sanchez DBA Kill A Bug Pest Control
4913 S 24th Street
McAllen, TX 78503-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	N		PCG20013847-03	06/03/2016	06/03/2017	EACH OCCURRENCE	$ 2,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
							MED EXP (Any one person	$ 5,000.00
							PERSONAL & ADV INJURY	$ 2,000,000.00
							GENERAL AGGREGATE	$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Listed Below.

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Hwy 281
Edinburg, TX 78539
leticia.saenz@county.hidalgo.tx.us

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tammy Biggs

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GEICO
One GEICO Boulevard
Fredericksburg, VA 22412

CONTACT NAME: GEICO
PHONE (A/C, No, Ext): 1-866-509-9444
FAX (A/C, No):
Email Address: R1COMMEND@GEICO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ROBERT SANCHEZ
DBA KILL A BUG PEST CONTROL
4913 S 24TH ST
MCALLEN TX 78503-8925

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
							MED. EXP (Any one person)	$
							PERSONAL & ADV. INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PROJECT / LOC						PRODUCTS – COMP/OP AGG.	$
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		9100024663 04	8/22/2015	8/22/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)	X					BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS	X					PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EACH EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COUNTY OF HILDALGO IS NAMED AS ADDITIONAL INSURED. 2009 CHEVROLET COLORADO 1GBDS14E998140185

CERTIFICATE HOLDER

COUNTY OF HILDALGO
2812 S US HIGHWAY 281
EDINBURG, TX 78539-6243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Affidavit & Indemnity Agreement

Date: 4-12-12

Affiant: Robert Sanchez dba Kill A Bug

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Robert Sanchez dba Kill A Bug is a sole proprietor doing business as Robert Sanchez dba Kill A Bug with Hidalgo County. Affiant will provide service for Hidalgo County.

Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employee any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Printed Name of Affiant: Robert Sanchez

SWORN AND SUBSCRIBED TO under oath before me on April 12, 2012

Notary Public, State of Texas

NORMA A MARTINEZ
My Commission Expires
March 08, 2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-031-06-23

THIS CONTRACT is made and entered into this **23RD** day of **JUNE, 2015** by and between the **County of Hidalgo, Texas** ("County") and **ROBERT SANCHEZ** d/b/a **KILL A BUG PEST CONTROL** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"PEST CONTROL SERVICES" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user Departments within **Hidalgo County**.

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 **one (1) year (on an as needed basis)**, commencing on **JULY 13, 2015** and expiring on **JULY 12, 2016** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote 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
302 West University Drive
Edinburg, Texas 78539

If to Company: Robert Sanchez, Owner
ROBERT SANCHEZ d/b/a
KILL A BUG PEST CONTROL
4913 South 24th Street
McAllen, TX 78503

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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

WITNESS our hands in duplicate originals this **23rd** day of **June, 2015**.

Approved by Commissioner's Court: ***June 23, 2015***.

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

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 6/23/15

COMPANY: ROBERT SANCHEZ d/b/a
KILL A BUG PEST CONTROL

By: _____
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 06, 2015

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2015-031-04-22-MEG

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2015-031-04-22-MEG

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 6 pages.**
4. **Exhibit "B" Bid Page consisting of 8 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certifications Regarding Debarment consist of 1 page.**
10. **Draft Service Contract, consisting of 9 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 06, 2015
Date

Bid No: 2015-031-04-22-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 ext 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:
APRIL 22, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PEST CONTROL SERVICES"**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 and or/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: **"RFB No. 2015-031-04-22-MEG HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY APRIL 22, 2015. 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 "RFB No.- 2015-031-04-22-MEG HIDALGO COUNTY-PEST CONTROL SERVICES".**

   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.

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 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 o 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-PEST CONTROL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
     e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**APRIL 22, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, **2015**

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 the County.

22. Bids, and all goods and services provided hereunder, 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 judgment 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.

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2015-031-04-22-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
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: _____

SCOPE OF SERVICES:

Hidalgo County is seeking to contract with a qualified vendor (s) to contract for 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 suppression at the County premises covered by this contract. It is intended that the pest control service will be within Hidalgo County and shall be awarded to a "primary" and "secondary" vendor. Exhibit "B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.** Walk through may be scheduled upon Contractors request.

REQUIREMENTS/SPECIFICATIONS:

The Contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or 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, snakes, 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 Contractor will respond within 24 hours after notification to correct the situation.

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

Services will be performed by the Contractor 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.

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician, if requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

2. All scheduled service shall be performed during the regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. Unless otherwise instructed by Hidalgo County Facilities Management, at no additional charge to the County

3. Walk through to any of the sites may be scheduled upon Vendors request.

4. The Vendor shall furnish a copy of each individual's applicators license.

5. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

6. Additional services include bee eradication and/or termite treatment.

7. Termite checks /findings must also be included and provided to the Hidalgo County Facilities Management Department Director; however, termite treatment will be done on an as-needed basis.

8. Vendor shall provide the Pest Management Integrated Services according to the Texas Structural Pest Control Board Policies listed on the following website: http://www.spcbtx.org/Policy/policyindex.htm

CONTRACTOR RESPONSIBILITIES:

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

The Contractor is to coordinate all work with the Hidalgo County 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.

The Contractor is responsible for the implementation of the pest control programs required by this contract. The Contractor is responsible for providing pesticide applicators who 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 Contractor 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 Contractor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

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

The Contractor shall furnish the following:

a. A list of the three (3) main chemicals being used.
b. Provide the MSDS sheets for those chemicals.
c. Provide Specimen Label for those chemicals.
d. Provide dilution ratio of chemical sprayed at locations on receipt.

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.

SERVICE SCHEDULE:

At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County 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.

1. All services must be based on a monthly service fee (regular treatment i.e. roaches, bats, ants, wasps, fleas, yellow jackets, rats, mice crickets, silverfish, spiders, and scorpions, etc. Termites treatment, and Bee eradication)

2. Additional sites will be priced based on **fixed rate** on a monthly and/or as needed basis. Due to new Facilities becoming available during the term of this bid, **Revisions may be made in the event a building is added or deleted from the services.**

3. A Purchase Order must be obtain before any services are rendered, the County will not be held responsible for payment of items/services delivered without authorized purchase orders.

SPECIAL SERVICE DUE TO RE-INFESTATION:

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County. 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 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 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 used in performance of the service.

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.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions. Prices shall include travel cost.

2. Hidalgo County 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 in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

5. Hidalgo County reserves the right to award to the lowest qualified bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. 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.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

10. 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).

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized

index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

PRE-BID CONFERENCE

A pre-bid conference will be held on **Monday, April 13, 2015 at 9:30 A.M.** In Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

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 elena.gomez@co.hidalgo.tx.us by NO LATER THAN TUESDAY APRIL 14, 2015 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY APRIL 17, 2015 @ 5:00 P.M..**.

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2015-031-04-22-MEG
SERVICE SITE LIST

The following listed sites are to be billed to:

HIDALGO COUNTY FACILITIES MANAGEMENT
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Point of Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855 956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention (County Morgue) 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License (Vacant POC Fac. Mgmt) 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse (POC- Fac. Mgmt) E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr/WIC Clinic (1/2 Bldg Vacant) 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. (CRC) Elsa, Texas
19	WIC Clinics (1/2 Bldg Vacant) Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office's (2) 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic State of Tx tick eradication 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Fac Mgmt) 1124 N. M Road Edinburg, Texas	33	Horizon Building (JP's) 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building (JP's) 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Facilities Management Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Facilities Management -Storage (4 Buildings-9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx	50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm.	51	Pct 1 Sunrise Hill (2) Portable Buildings
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas				

OTHER COUNTY SITES:

53	ADDITIONAL COUNTY BUILDINGS (price per month)	
	HIDALGO COUNTY PRECINCT NO. 1 SITES:	**BILLING ADDRESS:**
1.	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 Point of Contact: Katia Garcia 956-968-8733
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx	
4.	Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx	
5.	Sunrise Hill- Pavilion, Weslaco, Tx	
6.	Veterans Park Facilities, Monte Alto, Tx	
7.	Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	
	HIDALGO COUNTY PRECINCT NO. 2 SITES:	**BILLING ADDRESS:**
I	Corner of State & Birch- 301 E. State - Pharr	301 E. State Pharr, Texas 78577 Point of Contact: Erika Zamora 956-787-1891
2	Corner of State & Corner Office- 329 E. State- Pharr	
3	Mechanic Precinct No. 2 Shop- 329 E. State- Pharr	
4	Cypress Street- 109 N. Cypress- Pharr	
5	Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281	
6	McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen	
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen	
8	McAllen House- 301 E. Hackberry- #HSE- McAllen	
9	Pharr-Lopezville-Rodríguez & Minnesota (RR)	
10	Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	
	HIDALGO COUNTY PRECINCT NO. 3 SITES:	**BILLING ADDRESS:**
1	Veteran Pavilion- 1 Mile South Inspiration Road- Mission	724 N. Breyfogle Mission, Texas 78574 Point of Contact: Norma Ceballos 956-585-4509
2	Barbecue House, 1 Mile South Inspiration Road- Mission	
3	Los Ebanos Pavilion- Los Ebanos	
4	Anzalduas Park Office, 6 Miles South Conway- Mission	
5	Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission	
6	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd	
7	Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	
	HIDALGO COUNTY PRECINCT NO. 4 SITES:	**BILLING ADDRESS:**
1	Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx	1102 N. Doolittle Road Edinburg, Texas 78541 Point of Contact: Marcos Lopez 956-383-3112
2	Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx	
3	Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx	
4	Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx (Multi Purpose Facility, Mechanical Shop, Storage Facility etc.)	

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	$	$
2	Courthouse 100 N. Closner Edinburg, Texas	$	$	$
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$	$	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	$	$
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$	$	$
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$	$	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	$	$
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	$	$
9	Extension Service 410 N. 13th Edinburg, Texas	$	$	$
10	DPS 410 N. 13th Edinburg, Texas	$	$	$
11	Health Department 1304 S. 25th Street Weslaco, Texas	$	$	$
12	McAllen License 300 E. Hackberry McAllen, Texas	$	$	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	$	$
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$	$	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	$	$
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	$	$
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$	$	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	$	$
20	Mission License 722 Breyfogle Mission, Texas	$	$	$
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$	$	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	$	$
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	$	$
24	JP Office 1902 Joe Stephens Weslaco, Texas	$	$	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	$	$
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	$	$

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$	$	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	$	$
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	$	$
30	430th District Court 111 South 9th Street Edinburg, Texas	$	$	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	$	$
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	$	$
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$	$	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	$	$
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	$	$
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$	$	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	$	$
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	$	$
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	$	$
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	$	$
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$	$	$
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	$	$
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	$	$
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$	$	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	$	$
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	$	$
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$	$	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$	$	$
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$	$	$
51	Pct 1 Sunrise Hill (2) Portable Buildings	$	$	$
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$	$	$

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILL TO ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Contact: Katia Garcia 956-968-8733		
Hidalgo County Sites:		PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	$	$
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$	$	$
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$	$	$
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$	$	$
5	Sunrise Hill-Pavilion Weslaco, Tx	$	$	$
6	Veteran Park Facilities Monte Alto, Tx	$	$	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILL TO ADDRESS: 301 E. State Pharr, Texas 78577 Contact: Erika Zamora 956-787-1891		
Hidalgo County Sites:		PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	$	$	$
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$	$	$
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$	$	$
4	Cypress Street- 109 N. Cypress Pharr, Texas	$	$	$
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	$	$
	McAllen Palmer Pavilion			

6	301 E. Hackberry #R McAllen, Tx	$	$	$
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	$	$
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	$	$
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$	$	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 3 SITES:		**BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas78574 Contact Person: Norma Ceballos 956-585-4509		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	$	$
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	$	$
3	Los Ebanos Pavilion- Los Ebanos, TX	$	$	$
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	$	$
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	$	$
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$	$	$
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$	$	$

Exhibit "B" Bid Page

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Marcos Lopez 956-383-3112		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	$	$
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	$	$
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$	$	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$	$	$

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		$	$	$
2		$	$	$

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.	**OFFICE USE ONLY** Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID PRICE

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2015-031-04-22-MEG

ORIGINAL

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
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: Kill-A-Bug Pest Control
Address: 4913 S. 24th
By: Robert Sanchez
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT "B"
HIDALGO COUNTY

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 @ 2:45 pm Witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 25.00	$ 2.40 p/linear ft	$ 125.00
2	Courthouse 100 N. Closner Edinburg, Texas	$ 35.00	$ "	$ "
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 35.00	$	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 15.00	$	$
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$ 15.00	$	$
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 25.00	$	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 15.00	$	$
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 15.00	$	$
9	Extension Service 410 N. 13th Edinburg, Texas	$ 15.00	$	$
10	DPS 410 N. 13th Edinburg, Texas	$ 15.00	$	$
11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 15.00	$	$
12	McAllen License 300 E. Hackberry McAllen, Texas	$ 10.00	$	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 25.00	$	$

Exhibit "B" Bid Page

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 2:45pm witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 15.00	$ 2.40 p/linear ft	$ 125.00
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 15.00	$ "	$ "
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 25.00	$	$
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 15.00	$	$
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 35.00	$	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 25.00	$	$
20	Mission License 722 Breyfogle Mission, Texas	$ 15.00	$	$
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 15.00	$	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 15.00	$	$
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 25.00	$	$
24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 15.00	$	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 15.00	$	$
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 45.00	$	$

Exhibit "B" Bid Page

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 @ 4:45am Witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 35.00	$ 2.40 p/linear ft	$ 125.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 25.00	$ "	$ "
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 45.00	$	$
30	430th District Court 111 South 9th Street Edinburg, Texas	$ 15.00	$	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 15.00	$	$
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 45.00	$	$
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 15.00	$	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$ 15.00	$	$
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 35.00	$	$
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 35.00	$	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 15.00	$	$
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 10.00	$	$
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 15.00	$	$

Exhibit "B" Bid Page

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 10am witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$ 10.00	$ 2.40 p/linear ft	$ 125.00
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 15.00	$ "	$ "
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$ 115.00	$	$
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 15.00	$	$
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 15.00	$	$
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 25.00	$	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 15.00	$	$
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 15.00	$	$
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 25.00	$	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 15.00	$	$
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$ 35.00	$	$
51	Pct 1 Sunrise Hill (2) Portable Buildings	$ 25.00	$	$
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$ 25.00	$	$

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 9:45am Witnessed

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILL TO ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Contact: Noe Montez 956-968-8733		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 15.00	$ 2.40 p/liner ft	$ 125.00
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 25.00	$ "	$ "
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$ 15.00	$	$
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 25.00	$	$
5	Sunrise Hill-Pavilion Weslaco, Tx	$ 25.00	$	$
6	Veteran Park Facilities Monte Alto, Tx	$ 15.00	$	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 15.00	$	$

HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILL TO ADDRESS: 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	$ 15.00	$ 2.40 p/liner ft	$ 125.00
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$ 15.00	$ "	$ "
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$ 15.00	$	$
4	Cypress Street- 109 N. Cypress Pharr, Texas	$ 15.00	$	$
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 25.00	$	$
	McAllen Palmer Pavilion	$ 15.00		

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

6	301 E. Hackberry #R McAllen, Tx	$	$ 2.40 pl linerft	$ 125.00
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 15.00	$	$
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 15.00	$	$
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 15.00	$	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 15.00	$	$

HIDALGO COUNTY PRECINCT NO. 3 SITES:		BILL TO ADDRESS: 724 N. Breyfogle Mission, Texas78574 Contact Person: Norma Ceballos 956-585-4509		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 15.00	$ 2.40 pl linerft	$ 125.00
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 15.00	$	$
3	Los Ebanos Pavilion- Los Ebanos, TX	$ 15.00	$	$
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 15.00	$	$
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 15.00	$	$
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 25.00	$	$
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$ 15.00	$	$

OPENED
2/22/15
9:45am
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 10.00	$ 2.40 p/linear ft	$ 125.00
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 10.00	$ "	$ "
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 15.00	$ "	$ "
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 15.00	$ "	$ "

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		$ 25.00	$ 2.40 p/linear ft	$ 125.00
2		$ 25.00	$ "	$ "

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

OPENED
9:15am
4/22/15
Witnessed

Exhibit "B" Bid Page

Bidder/Company Name: Kill-A-Bug Pest Control

Address: 4913 S. 24th st

City/State/Zip: McAllen, TX 78503

Phone No/Fax No: (956) 655-1698 / Fax N/A

Cell Phone No: (956) 341-4192

E-Mail Address: Killabugpc@yahoo.com

Authorized Signature:

Title: Owner

OPENED
4/22/15
9:45am
Witnessed

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 4/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dominique Collins
One Geico Boulevard
Fredericksburg, VA 22412

67476

CONTACT NAME: ROBERT & LUCY SANCHEZ
PHONE A/C, No, Ext): (956) 655-1698
Fax A/C, No):
Email Address: KILLABUGPC@YAHOO.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ROBERT SANCHEZ
DBA KILL A BUG PEST CONTROL
4913 S 24TH ST
MCALLEN TX 78503-8925

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	CLAIMS MADE / OCCUR						MED. EXPENSE (Any one person)	$
							PERSONAL & ADV. INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG.	$
	POLICY / PROJECT / LOC							
A	AUTOMOBILE LIABILITY			9100024663 03	8/22/2014	8/22/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE-POLICY LIMIT	$
							E.L. DISEASE-EACH EMPLOYEE	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

COUNTY OF HIDALGO IS NAMED AS AN ADDITIONAL INSURED.
2002 GMC 1500 VIN: 1GTEC14W72Z340701
2009 CHEVROLET COLORADO VIN: 1GBDS14E998140185

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF HIDALGO 2812 S US HIGHWAY 281 EDINBURG, TX 78539-6243	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Superior Insurance
1347 19th St.
Plano, TX 75074
Phone (972) 423-2300 Fax (972) 759-9781

CONTACT NAME: Joshua Alvarez
PHONE (A/C, No, Ext): (972)423-2300 **FAX (A/C, No):** (972)759-9781
E-MAIL ADDRESS: joshua@superiorinsuranceinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Robert Sanchez DBA Kill A Bug Pest Control
4913 S 24th Street
McAllen, TX 78503-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	N		PCG20013847-02	06/03/2015	06/03/2016	EACH OCCURRENCE	$ 500,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
							MED EXP (Any one person	$ 5,000.00
							PERSONAL & ADV INJURY	$ 500,000.00
							GENERAL AGGREGATE	$ 500,000.00
							PRODUCTS - COMP/OP AGG	$ 500,000.00
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Listed Below:

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Hwy 281
Edinburg, TX 78539
leticia.saenz@county.hidalgo.tx.us

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tammy Biggs

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Affidavit & Indemnity Agreement

Date: 5-13-15

Affiant Robert Sanchez

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Robert Sanchez is a sole proprietor doing business as K-11-A-Boy Pest Control with Hidalgo County. Affiant will provide service for Hidalgo County.

Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employee any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Printed Name of Affiant: Robert Sanchez

SWORN AND SUBSCRIBED TO under oath before me on May 13, 2015

Notary Public, State of Texas

MIGUEL ANGEL FLORES
Notary Public, State of Texas
My Commission Expires
December 08, 2016

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 23, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-50229** Emergency Management - Ricardo Saldana:
Update to ongoing weather events

B. **AI-50236** Emergency Management:
Discussion, consideration, and action to ratify the Right-of-Entry Agreement between United States Government - Federal Emergency Management Agency (FEMA), and the County of Hidalgo, Texas, by and through the County Judge's Office, for the purposes of establishing a Disaster Recovery Center, as authorized by Government Code § 418.108(d) under the Continuing Local State of Disaster

C. **AI-50205** Resolution in support of Operation Lone Star 2015

D. **AI-50216** 1. Approval of the 2015 Annual Inventory Control Requirement(AICR) forms as required by the Texas Homeland Security State Administrative Agency (THSSAA).

2. Authorization for County Judge to sign the AICR Forms.

7. **County Treasurer - Norma Garcia:**

B. **AI-50114** Edward Byrne Memorial:
1. Authorization and approval to apply for the FY 2015 Edward Byrne Memorial - Justice Assistance Grant (JAG) Program with the U.S. Department of Justice.
2. Public Hearing on the FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
3. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2015 Edward Byrne Justice Assistance Grant.
4. Authorization for County Judge to sign the required documents.

C. **AI-50230** Discussion, consideration and approval to submit an Application for Financial Assistance to the Texas Department of Transportation - State Infrastructure Bank for the Mile 6 West Road Project (from Mile 9 North to State Highway 107), CSJ: 0921-02-168, in the amount of $8,500,000.00, with authority for the County Judge to sign the required documents.

D. **Interfund transfers:**

1. **AI-50233** Transfers In-General Fund (1293)
Approval of 2015 interfund transfer from Transfers In- General Fund and Transfers Out-Health Grants Fiscal Year 5 into Fiscal Year 6 to fund the total local match required to accept CPS/HAZARDS grant contract #2016-001134-00, CC 6/23/15 (AI-50082).

22. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-50240** Requesting approval of Supplemental Agreement No. 1 (Article 8) of current contract [C-1-225-07-09] with L&G Consulting Engineers, Inc. dba L&G Engineering, for engineering services for, "On-Call Services- MPO and HCRMA, Traffic Studies County Wide Projects," to reflect extension of sixty (60) days while procurement process is completed so as to have no lapse in services.

2. **AI-50237** Recognition, acceptance and approval of donation of office furniture by Plains National Bank to Hidalgo County.

3. **AI-49886** A. Presentation of scoring grid for the purpose of ranking by Commissioners' Court, the responses received in connection with the Request for Proposal for: "Arbitrage Calculation Services" - RFP 2015-118-05-06-YZV:

COMPANY	AVERAGE SCORE	RANKED

G. **Tax Office**

1. **AI-50066** Acceptance and approval of the final negotiated contract with **Appraiser's Collection Technologies**, [ACT]) for **RFP 2015-070-04-22-YZV**- "Automated Tax Collection System".

H. **Budget & Management**

1. **AI-50150** Presentation of "sealed quotes" received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best quote [while meeting all specifications and/or requirements as attached hereto] for: Hidalgo County - "Healthcare Reform Employee Tracking Consultant" for RFSQ No. 2015-174-05-22-YZV.

I. **Sheriff's Office**

1. **AI-50087** Requesting approval of agreement(s) if applicable for "Computer Assisted Investigative On-line Research Services" with West a Thomson Reuter Business for Hidalgo County Sheriff's Office thru RFSQ 2015-212-06-12-MEG, for the amount $714.00 per month for the first year for up to 300 Users -(1st Year) $8568.00, 749.70 per Month for the 2nd Year=$8996.40 per year and 787.19 per month for the 3rd Year= $9446.28 Per year

2. **AI-50123** Approval to purchase **One (1) New 2016 Ford F-550 Wrecker**, from awarded vendor Rush Truck Centers of Texas LP, under contract #430-13 through the County's membership/participation with (TASB)-Buyboard Cooperative Purchasing Program in the amount of **$86,242.25** which includes delivery and a one time cooperative administration fee of $400.00.

J. **County Clerk**

1. **AI-49979** Presentation of the sole responsible vendor (Master Fibers Inc.) submitting the lowest and best bid [and met all specifications, and requirements] including the approval of contract for: “Hidalgo County Clerk's Office-Purchase, Removal & Related Services for Shredded & Recyclable Materials” (RFB No.2015-143-05-27-SMA.)

K. **Co. Wide** APPROVED

1. **AI-50073** Acceptance and approval of contract [bid awarded by CC on 06-09-15] with Robert Sanchez d/b/a Kill A Bug Pest Control for bid: "Pest Control Services" for Hidalgo County under RFB 2015-031-MEG.

23. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition