

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Pest Control Services for All Sheriff's Office Facilities"
(Jail-Law Enforcement-Academy-etc)
RFB No.: 2017-163-00-00-YZV

SPECIFICATIONS

SCOPE OF SERVICES:

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

REQUIREMENTS/SPECIFICATIONS:

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

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

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

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

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

VENDOR RESPONSIBILITIES:

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

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

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

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

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

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

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

BID AWARD:

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

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

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

VENDOR QUALIFICATIONS:

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

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

SERVICE SCHEDULE:

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

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WORK HOURS:

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

SPECIAL SERVICE DUE TO RE-INFESTATION:

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

EMERGENCY SERVICE DUE TO RE-INFESTATION:

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

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

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

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

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

CONTRACT PRICE:

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

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

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BUILDING RESTRICTIONS:

Parking:

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

Restrooms:

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

Access:

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

TERMS & CONDITIONS:

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

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

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, JUNE 00, 2017 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, JUNE 00, 2017 BY 5:00 P.M.**

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HIDALGO COUNTY SHERIFF'S OFFICE

(Entire Surrounding Buildings)

El Cibolo Road

Edinburg, Texas 78539

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

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

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

EXHIBIT "B"
HIDALGO COUNTY SHERIFF OFFICE
"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES"
BID PAGE

LOCATION	MONTHLY FEE
Unit Price for Jail	
Unit Price for Law Enforcement Center	
Unit Price for Motorpool	
Unit Price for Sherff Training Academy	
Unit Price for CSI Garage	
Unit Price for Shooting Range Office	
Unit Price for Tower Control Booth	
Unit Price for Sheriff Annex Building	
Unit Price for East Substation	
Total Price Per Month:	
Any additional Sites Price per Square Footage	\$ _____ sq. ft

Internal Use Only: Commodity Code 910-59

Bidder/Company Name : _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone No. _____ Fax No. _____

Cellular No. _____ Date: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

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

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on Month 00, 2017 and expiring on Month 00, 2017 and may be extended at the sole discretion of the County for an **additional one (1) year term** under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto. Company shall render invoices for any and all Purchase Order required for rendering the Services, and the invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

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 will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Company's or that of any person providing services hereunder through or for the Company. Upon written notice from the County, the Company will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Company will carry proper insurance with**

the County as an additional named insured.

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
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

If to Company: _____

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

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

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

representatives, successors, and assigns where permitted by this Agreement.

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

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

18. 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.

19. Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

20. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

WITNESS our hands in duplicate originals this _day of _____, 2017.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

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

DRAFT

EXHIBIT "B"
VENDOR'S BID and TAB SHEET

EXHIBIT "C"
INSURANCE REQUIREMENTS