

## **PROCUREMENT OVERVIEW**

**THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFB. Further, the Respondent is responsible for providing any and all relevant information necessary for this bid. Failure to do so will be at the Respondent's risk, and may result in rejection of the Bid as non-conforming.**

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

### **INTRODUCTION**

Hidalgo County (hereinafter referred to as “**COUNTY**”) is seeking sealed bids from qualified respondents interested in providing the services of Pest Control Services for building throughout the County. Qualified Respondents may provide services on an “As Needed Basis” at requested by the County. Sealed Bids will be received for “**Hidalgo County** (including all funding sources, programs, and entities) “**Pest Control Services**”, in accordance with the requirements attached hereto as **Appendix “A”**. The response should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements to be included on the Deficiencies and Deviations form “Appendix L” however, a strong rationale must be presented for any deviations from the requirements. The information provided in this Request for Bids (hereinafter referred to as “RFB” or “procurement packet”) is to be used for the purpose of preparing a response to this request. COUNTY reserves the right to reject the deviation and its effect on the overall qualification.

### **AWARD**

Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders, whichever is in the best interest of the County.

### **TERM**

It is intended that the initial contract term will be for one (1) year with the County's option to renew/extend for two (2) additional one (1) year terms, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of the next contract.

### **GENERAL REQUIREMENTS**

**One (1) original and two (2) USBs in original PDF format.** Further instructions listed below under **VENDOR INSTRUCTIONS**. For convenience, the Offeror may utilize the Shipping Label provided in **Appendix “N”**.

### **SUBMISSION DEADLINE AND BID OPENING**

All submissions must be received on or before Wednesday, June 00, 2021 at 9:30am. **Any submission received after this deadline will not be accepted and will be returned to sender.**

### **BID OPENING STREAMING**

Due to the ongoing pandemic, and in order to abide with social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our

office during bid openings to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

**Live stream:**

<https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09>

**Meeting ID:** 964 6467 6754

**Passcode:** 545411

**Dial by your location:** +1 346 248 7799 US (Houston)

**To find your local number:** <https://hidalgocounty.zoom.us/u/abObUBYixl>

**Join by SIP:** [96464676754@zoomerc.com](mailto:96464676754@zoomerc.com)

**HAND DELIVERED BIDS**

Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the Hidalgo County Purchasing staff.

**ELECTRONIC TRANSMISSION OF SUBMISSION**

Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**DELIVER TO:**

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Director  
ATTN: Yolanda Velasquez  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Director  
ATTN: Yolanda Velasquez  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**SIGNING OF SUBMISSION**

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **Please sign the original in blue ink and ensure the copy is clearly labeled.**

**QUESTIONS AND ANSWERS**

Questions must be submitted via email to [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by **Wednesday, Month 00, 2021 at 5:00 P.M.** Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Friday, Month 00, 2021.** Telephone inquiries will not be accepted.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS**

It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

**COST OF SUBMISSION**

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo

County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County. All responses are open to negotiation.

### **WAIVING OF INFORMALITIES**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

### **NOTICE OF COMMUNICATION**

*All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.* No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

### **VENDOR INSTRUCTIONS**

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **clearly marked "ORIGINAL"** and two (2) USBs in PDF format. Original document must be submitted in a three-ring, loose-leaf binder with a Cover Page containing the information listed in the Submission Outline/Checklist, under Submission Cover Page. One (1) USB containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor's name and the RFB number. Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFB number will be at risk for rejection.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should be used to separate each section.
- Prepare a Table of Contents for the response being submitted and place it after the Submission Cover Sheet and before Section I. The Table of Contents must list all Sections and the contents of each section as listed in **Appendix "A"**.
- The binder must be in the order listed in the Submission Outline/Checklist below.

### **SCOPE OF WORK:**

Hidalgo County is seeking qualified vendor(s) for the “Pest Control Services” on a Quarterly Rotation Service (unless otherwise specified) facilities 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 owned facilities. The County may elect to award all line items to one or more bidders, if it is deemed to be in the best interest of the County to do so. Exhibit “B” lists the Hidalgo County sites to be serviced **with an option to add or delete sites.**

### **SCOPE OF SERVICES:**

The following scope of this proposal describes pest control services or equivalent to service to County facilities listed as listed on the exhibit. The County reserves the right to add or delete any location indicated in this bid during the contract period without penalty. Treatment time and date shall be coordinated with each Point of Contact provided on Facility list provided. At mutually agreeable treatment cycles, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to beginning of work.

#### **a. PEST CONTROL:**

- i. Includes inspection and full treatment for the control of roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes, mice, rats, and yellow jackets plus any other pests not specifically included inside and outside;

The installation of rodent bait boxes for exterior and glue traps for interior uses shall be dated for each device. Baits shall not be used for rodents nor vermin inside any facility at any time without the owner’s consent. The contractor will supply a written report to the County which indicates the box location, date of installation, and removal of any rodent control devices;

- ii. To include inspection and full treatment for bee eradication
- iii. The areas in each building that shall be treated for pests shall include, but not limited to, the following: offices, rooms, closets, restrooms, kitchens, hallways stairwells, attics, elevators, plus any other building annex or part not specifically described herein.

Vendor Technician must physically enter each area, rooms, offices, etc. and treat the required space(s).

- iv. The pest control program shall include the use of registered pesticides and/or the use of approved devices. The program shall include the chemical (s) being proposed under this agreement.

All pest control materials shall be used in compliance with manufacture recommendation and with all applicable laws governing in the treatment of pests in public facilities. The Contractor shall make every effort to prevent the possibility of accidental exposure to humans, and the contamination of clothing, furnishing, equipment, cooking utensils, walls, floors, etc.

- v. If any pests are discovered by County personnel, the Contractor will respond within 24 hours after notification to correct the situation.

#### **b. SERVICE/SCHEDULE:**

- i. All scheduled services shall be performed after County business hours in order to avoid exposure to staff and to the public unless specified otherwise by a Department/Precinct and except during County observed Holidays.
- ii. When special conditions require servicing to be done after regular working hours or on weekends. There will be no additional charge for this service.

#### **c. REQUIREMENTS:**

- i. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.

- ii. 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.
- iii. The Vendor shall furnish a copy of each individual's applicators current license, SPCS Business License, and any applicable license with Bid Response.
- iv. Vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service, to the Purchasing department and/or Facilities Management contact person.  
The Contractor shall furnish the following:
  - A list of the three (3) main chemicals being used.
  - Provide the MSDS sheets for those chemicals.
  - Provide Specimen Label for those chemicals.

Provide dilution ratio of chemical sprayed at locations on receipt
- v. Vendor shall provide the Pest Management Integrated Services according to the Texas Structural Pest Control Board.
- vi. The awarded Bidder(s) and their employees, will conduct themselves in a professional matter. Must be respectful and courteous to all County Officials, Department heads, their employees and the general Public at all times.

**d. RESPONSIBILITIES:**

- i. Contractor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.
- ii. The Contractor is to coordinate all work with Hidalgo County, for the area being treated and with an inspection and service schedule at the start of the treatment program.
- iii. A County representative or Department must be notified that services will be performed and a Representative that is **authorized to sign invoices**, must sign the service ticket to authenticate that service was performed at each building/Office.
- iv. A copy of the signed invoice must be included with each monthly Statement/Invoice for payment. Statements must be submitted on a Monthly basis.

Statements/invoices that are submitted late and/or are questionable of being serviced, are applicable for consideration of payment for such services. Pursuant to verification of authorized signature and service.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The Contractor shall provide up to three (3) 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.

**e. CONTRACT PRICE:**

- i. 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.
- ii. 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.
- iii. 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)
- iv. Additional sites will be priced based on the **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.**
- v. 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.
- vi. 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.

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

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

“Pest Control Services”  
 Bid No. 21-099-10-13-YZV  
 Service Site List

The following sites are to be billed to: **HIDALGO COUNTY FACILITIES MANAGEMENT**

3100 S. Bus. 281, Bldg. D -Edinburg, Texas 78539

**Point of Contact:** Seferifo Garza, 956-463-6826 and/or Jose Castillo 956-342-1163

1	Annex Building III 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. 10 <sup>th</sup> Ave Edinburg, Texas 78539	5	County Morgue 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	Vacant 1212 S. 25 <sup>th</sup> Edinburg, TX.	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13 <sup>th</sup> Edinburg, Texas
10	Extension Service (old DPS) 410 N. 13 <sup>th</sup> Edinburg, Texas	11	Health Department 1304 S. 25 <sup>th</sup> Street Edinburg, Texas	12	McAllen License 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse (POC- Fac. Mgmt) E. 107 & 6 Street San Carlos, Texas	14	Vacant W. Old Hwy 83 & So. Breyfogle Mission, TX,	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr/WIC Clinic / Fire Marshal 1905 Fir Street Pharr, Texas	18	JP’s, Constable Offices, Health & WIC Clinics/ Tax office (CRC) 708 N. Edinburg St. 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 6 <sup>th</sup> 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	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 9 <sup>th</sup> Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Precinct 4/ Sheriff Sub-station 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	Vacant 6 <sup>th</sup> Street San Carlos, TX.	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 Alamo-CRC South 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 (John Austin Pena) 3105 E. Schunior Edinburg, Texas	53	Palmer Pavilion 301 E. Hackberry McAllen, Texas	54	Safety Building 9805 N. 10 <sup>th</sup> Street McAllen, Texas

**CONTINUATION OF: HIDALGO COUNTY FACILITIES MANAGEMENT**

55	McColl Building 505 S. McColl Road Edinburg, Texas	56	OEM Building B & C 123 W. Mahl Edinburg, Texas	57	Health Department Portable Buildings 1304 S. 25 <sup>th</sup> St Edinburg, Texas
58	Weslaco Tax Office Complex 1900 Joe Stevens Weslaco, Texas	59	Elections Building (Annex IV) 213 S. Closner Edinburg, Texas	60	Emergency Management Warehouse 7515 N. US Hwy 281 Edinburg, Texas

**OTHER COUNTY SITES:**

<b>HIDALGO COUNTY PRECINCT NO. 1 SITES:</b>		<b>BILLING ADDRESS:</b>
1	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 <b>Point of Contact:</b> Yolanda Estrada 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	
8	Donna Collection Mile 11 & Mile 1 ½ West, Mercedes, TX	
9	Hargil Collection 5 <sup>th</sup> & McKinley, Hargill TX	
10	Monte Alto Collection Mile 5 ½ West, Rd & Mile 21 N., Monte Alto, TX	
11	Mercedes Collection Mile 1 East & Mile 5 N., Mercedes, TX	
12	Portable Building C, 13226 Mile 1 ½ W. Rd, Mercedes, TX	
<b>HIDALGO COUNTY PRECINCT NO. 2 SITES:</b>		
1	County Wide Mechanic Shop -- 109 N. Cypress- Pharr, TX	300 W. Hall Acres Ste. G Pharr, Texas 78577 <b>Point of Contact:</b> Erika Zamora 956-787-1891
2	Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281, Las Milpas, TX	
3	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen, TX	
4	Pharr-Lopezville-Rodriguez & Minnesota (RR), Pharr, TX	
5	Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo, TX	
6	Pct 2 Field Operations Facility – 4011 S. Veterans Blvd. San Juan, TX.	
7	Shed @ Alamo Park – 1429 S. Tower Rd. Alamo, TX.	
8	Shed @ San Juan Park – 509 E. Earling Rd. San Juan, TX.	
9	Octagon Bldg @ San Juan Park – 509 E. Earling Rd. San Juan, TX. (Master Gardener’s Office space)	
10	Restrooms @ San Juan Park – 509 E. Earling Rd. San Juan, TX.	
11	Pct 2 Indoor Sports Complex – 3600 Athol St. – Pharr, TX	
12	Pct 2 SJ CRC Youth Facility – 509 E. Earling Rd – San Juan, TX	
<b>HIDALGO COUNTY PRECINCT NO. 3 SITES:</b>		<b>BILLING ADDRESS:</b>
1	Veteran Pavilion - 1 Mile South Inspiration Road- Mission, TX	724 N. Breyfogle Mission, Texas 78574 <b>Point of Contact:</b> Norma Ceballos 956-585-4509
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 County Precinct No. 3 Office -724 N. Breyfogle Rd. – Mission, TX	
6	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd, Mission, TX	
7	Motor Pool (mechanic shop )- 7 Mile Line between Iowa and Texan Rd, Mission, TX	
8	Hidalgo County Precinct No. 3 Multi-Purpose Building - 734 N. Breyfogle Rd.- Mission, TX.	
9	Motor Pool Adm. Office – 8310 W. Mile 7 Road – Mission, TX	

10	Motor Pool Mechanic Shop – 8310 W. Mile 7 Road – Mission, TX	
<b>HIDALGO COUNTY PRECINCT NO. 4 SITES</b>		<b>BILLING ADDRESS:</b> 1051 N. Doolittle Rd.  Edinburg, Texas 78542 <b>Point of Contact:</b> Leticia H. Saenz (or) Nick Perez HCP4 Finance 956-383-3112
1	HCP4-Administration Offices @ 1051 N. Doolittle Rd-Edinburg, TX	
2	Mechanical Shop Office/Vehicle Serv Area @ 1102 N. Doolittle Rd-Edinburg, TX (New Upcoming HCP4 Mechanic Shop @ 1051 N. Doolittle Rd – Edinburg, TX	
3	Storage Facility @1051 N. Doolittle Rd – Edinburg, TX	
4	“M” Road Recovery Center @ 1124 North “M” Rd – Edinburg, TX	
5	Endowment Community Center@107 N. Sunflower Rd – La Blanca, TX	
6	San Carlos Community Resource Center @ 230 N. 86 <sup>th</sup> Street – Edinburg, TX	
7	Linn-San Manuel Fire Station @ 21661 TX 186 – Edinburg, TX	

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in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **two (2) year(s)**, commencing on **Month 00, 2021** and expiring on **Month, 2023**, and may be extended at the sole discretion of the County for an additional **one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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 under the same rates, terms and conditions.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. 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.

7. **Consideration.** 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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the

Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

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

**11. Independent Contractor.** 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. Notice.** 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:                   The County of Hidalgo  
  Attn: County Judge  
  100 E. Cano, 2<sup>nd</sup> Floor  
  Edinburg, Texas 78539

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

14. **Provisions.** 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.

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

16. **Successors.** 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.

17. **Governing Law.** 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.

18. **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. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's 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 a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

19. **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.

20. **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.

21. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or 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. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

22. **Additional Documents:** 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.

23. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

\_\_\_\_\_  
Richard F. Cortez, County Judge

ATTEST:

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

COMPANY

\_\_\_\_\_  
SIGNATURE/TITLE

Approved By Commissioners Court On: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

\_\_\_\_\_  
, Assistant District Attorney

**EXHIBIT “A”**  
**Request for Bid (RFB)**  
**Procurement Packet**

# EXHIBIT B

# BID PAGE

# EXHIBIT "C"

## INSURANCE REQUIREMENTS