



THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE
C-24-0041-04-30**

THIS CONTRACT is made and entered into this **30th** day of **April 2024**, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "County"), and **Mid Valley Pest Control LLC** ("Company").

WHEREAS, County requested responses to notices for Request for Bids (RFB) for: **“Pest Control Services”** for the **County** (the **“Services”**). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit “A”** (the **“Procurement Packet”**), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to provide services in accordance with the specifications as proposed. A copy of the Company’s response to the Procurement Packet is attached hereto as **Exhibit “B”** (the **“Response”**), and is incorporated herein for all purposes;

WHEREAS, County has determined that Company has submitted the lowest and best bid to meet County's requirements for the Service, as herein described.

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit “A”** Procurement Packet and **Exhibit “B”** Company’s Response. Services shall be performed within Hidalgo County. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or 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. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in **Exhibits “A” and “B”**. If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. 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. **Term.** This Contract shall be for a period of **three (3) year(s)**, commencing on **May 09, 2024** and expiring on **May 08, 2027**, unless sooner terminated. The term of this agreement may be extended at the County’s sole discretion for **two (2) one (1) year term(s)** 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, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit “B”**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** 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, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of

County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Company or its affiliates provide the Services, except as otherwise set forth in this Agreement. Company agrees to not take any action that is detrimental to, or not in the best interest of the County.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **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, Company'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. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. **INDEMNIFICATION.** COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES 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. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: Mid Valley Pest Control LLC
 Attn: Ricky Campos, General Manager
 8002 E. Curry Rd
 Edinburg, Texas 78542

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

13. **GENERAL PROVISIONS.**

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the

parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. 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.

- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** 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 Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **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.
- f. **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 the Texas Local Government Code.
- g. **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.

- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. 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 County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office 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 County.
 - ii. 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 County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **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.

- n. **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 Agreement.
- o. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*).** Pursuant to 2 CFR 200.327, 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.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON April 30, 2024.

Agenda Item No. 95005

Executive Office: MS

VENDOR:

COUNTY:

Mid Valley Pest Control LLC

COUNTY OF HIDALGO, Texas

MS
Mid Valley Pest Control LLC (May 1, 2024 11:01 CDT)
Authorized Representative

Richard F. Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:



Michelle Lopez
Michelle Lopez (May 1, 2024 11:56 CDT)
Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

Evaluator No. 2	2	1	3
Evaluator No. 3	2	1	3
Evaluator No. 4	2	1	3
Evaluator No. 5	2	1	3
Total	10	5	15
Rank	2	1	3

P4/3 ✓

B. Requesting approval by Commissioner's Court in order to proceed with negotiating with the No. 1 ranked vendor: Easy Access to finalize an agreement for "Credit Card Payment Services".

2. AI-95005 A. Requesting approval to award contract to Mid Valley Pest Control LLC, the qualified sole responsive bidder, for "Pest Control Services" (C-24-0041-04-30).
 B. Pursuant to Article 4.14 of the Legal Notice, requesting authority to waive minor technicalities for submission requirements to RFB received.

P4/3 ✓
8/3/4 ✓

E. Pct. 1

APPROVED

OK
P3/4 ✓

1. AI-94908 Requesting acceptance and approval of the final negotiated Professional Surveying Services Agreement (C-24-0104-04-30) with S2 Engineering, PLLC, for the "[ARPA-21-121-037] Surveying Services - Hidalgo County Precinct 1 Hike & Bike Trail Project", as ranked and approved by CC (03/19/24, AI-94623).

F. Pct. 2

OK
P1/3 ✓

1. AI-95153 A. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4): a personal or professional service;
 B. Presentation of the scoring grid for the purpose of ranking by HCCC, of firms graded through the County's Pool of pre-qualified Professional Engineering Services to provide Engineering services for the "[ARPA-23-340-352] Professional Engineering Services - Hidalgo County McAllen Health Center Improvements Project":

	South Texas Infrastructure Group, LLC	B2Z Engineering, LLC	Cruz-Hogan Consultants, Inc.
Evaluator No. 1	2	1	3
RANK	2	1	3

C. Requesting authority for the HC Purchasing Department to negotiate a Professional Engineering Service Agreement commencing with the No.1 ranked firm, B2Z Eng. LLC to provide Engineering services for the "[ARPA-23-340-352] Professional Engineering Services - Hidalgo County McAllen Health Center Improvements Project".

P3/4 ✓

G. Pct. 3

AI-95005

Purchasing Department 21. D. 2.

**CC REGULAR AGENDA SPECIAL
MTG**

Co. Wide

Meeting Date: 04/30/2024

Submitted For: Ignacio Amezcua,
PURCHASING DEPT.

Submitted By: Pedro Cuadros

Department: PURCHASING DEPT.

CAPTION

A. Requesting approval to award contract to Mid Valley Pest Control LLC, the qualified sole responsive bidder, for "Pest Control Services" (C-24-0041-04-30).

B. Pursuant to Article 4.14 of the Legal Notice, requesting authority to waive minor technicalities for submission requirements to RFB received.

BACKGROUND

Project No. 24-0041 Contract Effective Dates: 05/09/2024 - 05/08/2027

Fiscal Impact

CALENDAR YEAR: 2024

ACCT. #: 4-1100-419-40-220-050-0-425

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 4/24/2024

Attachments

Contract

Notice to Department

1295 Form(s)

Legal Approval

Form Review

Inbox

Purchasing / Internal

Budget & Management

Final Approval

Form Started By: Pedro Cuadros

Final Approval Date: 04/26/2024

Reviewed By

Ignacio Amezcua

Veronica Ortiz

Monica Salinas

Date

04/24/2024 05:06 PM

04/25/2024 09:44 AM

04/26/2024 06:27 PM

Started On: 04/16/2024 11:06 AM

EXHIBIT “A”

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET



**HIDALGO COUNTY
PROCUREMENT PACKET**

REQUEST FOR BIDS

RFB No.: 24-0041-04-10-05

PEST CONTROL SERVICES

Acceptance Due Date: April 10, 2024 at 3:00 pm

Ignacio Amezcua MBA, CTCM, CTCDD
Hidalgo County Purchasing Director

Project Contact Information:

Pedro Cuadros, Contract Specialist I

(956) 318-2626 Ext: 4859

pedro.cuadros@co.hidalgo.tx.us

Hidalgo County
REQUEST FOR BIDS
Pest Control Services

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- B - Insurance Requirements (Goods and Services)
- C - COI Questionnaire
- D - HUB Declaration
- E - Certification Regarding Debarment
- F - Title VI Appendices
- G - 2 CFR 200
- H - FHWA 1273
- I - Proposer's Affidavit
- J - Draft Agreement
- K - Reference Form

1. INVITATION LETTER

1.1. Summary

RELEASE DATE: Saturday, March 23, 2024

RE: HIDALGO COUNTY - REQUEST FOR BIDS

RFB NO.:24-0041-04-10-05 –Pest Control Services

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications. All times referenced in this procurement packet are Central Standard Time – CST.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD

Hidalgo County Purchasing Director

1.2. Contact Information

Project Contact:

Olga Garza

Contracts Division Manager
2802 S. Business Highway 281
Edinburg, TX 78539

Email: olga.garza@co.hidalgo.tx.us

Phone: [\(956\) 318-2626 Ext: 4882](tel:(956)318-2626)

Procurement Contact:

Pedro Cuadros

Contract Specialist I
2812 S. Business Hwy. 281
Edinburg, TX 78539

Email: pedro.cuadros@co.hidalgo.tx.us

Phone: [\(956\) 318-2626 Ext: 4859](tel:(956)318-2626)

Department:

Hidalgo County

1.3. Timeline

Release Project Date	March 23, 2024
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Question Submission Deadline	April 1, 2024, 5:00pm
Question Response Deadline	April 3, 2024, 5:00pm
Bid Submission Deadline	<p>April 10, 2024, 3:00pm (All times referenced in this procurement packet are Central Standard Time –CST)</p> <p>The bid opening is open to the public. Bid opening participants may attend the bid opening in person at the Hidalgo County Purchasing Department (or designated location) or via a live stream (link below) or by calling in on the day of the event. Please be advised, public attendance at any in-person Bid opening may be limited due to capacity and will be on a first-come-first-serve basis.</p> <p>Live stream: https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09</p> <p>Meeting ID: 964 6467 6754</p> <p>Passcode: 545411</p> <p>Dial by your location: +1 346 248 7799 US (Houston)</p> <p>To find your local number: https://hidalgocounty.zoom.us/u/abObUBYixl</p> <p>Join by SIP: 96464676754@zoomcrc.com</p>

2. SUBMISSION DETAILS

2.1. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (**DO NOT** duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select one only (1) method to respond):

- A. Submit responses electronically via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx> on or before Wednesday, April 10, 2024, at 3:00 pm. **OR;**
- B. Submit one (1) hard copy and two (2) USBs in original PDF format via personal hand-delivery or delivery service on or Wednesday, April 10, 2024, at 3:00 pm.

Any Proposal received after this deadline will not be accepted and will be returned unopened to the sender.

2.2. HAND DELIVERED SUBMISSION

When hand delivering the packet, Proposer should make sure that the package is stamped with the date and time received by the Hidalgo County Purchasing staff.

DELIVER TO:

US Postal Mail Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Pedro Cuadros, Contract Specialist I
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

Physical Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Pedro Cuadros, Contract Specialist I
- Hidalgo County Purchasing Department
- Administration Building
- 2802 S. Business Hwy. 281
- Edinburg, Texas 78539

FIRM 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 one-sided on 8 ½” by 11” paper.
- One (1) hard copy, marked “ORIGINAL” and two (2) USBs in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page.
- 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 firm’s name and the RFB number. Responses that are not identified with the RFB number on the outside, will be at risk of rejection.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation. **For the hand delivery option, the solicitation packet can be found under the [#ATTACHMENTS](#) section:**

- A. Table of Contents
- B. Required Confirmations/Documents
 1. Legal Notice Declaration - **(Confirmation)**
 2. Bid Page - **(Document)**
 3. Insurance Requirements and Bid Bond Requirements
 - a. Proof of Insurance - **(Document)**
 - b. Insurance Requirement Acknowledgment - **(Confirmation)**
 - c. Bid Bond Acknowledgment - **(Document)**
 - d. Project Requirements Acknowledgment - **(Confirmation)**
 4. Conflict of Interest Questionnaire
 - a. CIQ Form - Copy of County Clerk File with fee receipt (when applicable) **(Document)**
 5. Vendor Acknowledgment, and HUB Declaration
 - a. Vendor Acknowledgment - **(Confirmation)**
 - b. HUB Declaration - **(Document)**
 6. Certification Regarding Debarment
 - a. Signed Certification - **(Document)**

- b. SAM.gov Registration Acknowledgment - **(Document)**
- c. Form 1295 - **(Document)**
- 7. Title VI Appendices
 - a. Title VI Appendices [A -E] - **(Confirmation)**
- 8. Required Contract Clauses For Contracts Under Federal Award
 - a. Byrd Anti-Lobbying Contract Clause - **(Document)**
 - b. 2 CFR 200 Certification - **(Document)**
- 9. FHWA 1273
 - a. FHWA 1273 **(Confirmation)**
- 10. Proposer's Affidavit - **(Document)**
- 11. Draft Agreement - **(Confirmation)**
- 12. References - **(Document)**
- 13. Addenda (when applicable; see Addenda under Legal Notice) - **(Confirmation)**
- 14. Company/Firm Response - **(Document)**
 - a. Cover Sheet
 - i. Company Name, Company Address, Company Phone Number
 - ii. Project Name: Pest Control Services
 - iii. Procurement Number: 24-0041-04-10-05
 - iv. Opening Date: Wednesday, April 10, 2024
 - v. Opening Time: 3:00 pm

(Confirmation) = A confirmation is required for this section.

(Document) = A document submission is required for this section.

2.3. ELECTRONIC SUBMISSION

Hidalgo County Purchasing Department will only accept electronic responses that are submitted via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx>. The COUNTY will NOT accept telegraphic, emailed, nor responses submitted via facsimile.

*When submitting a response electronically, the firm will be required to complete all the sections found in this solicitation in order for the submission to be valid.

3. 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 solicitation. Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response 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 proposal package is complete.

3.1. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is seeking qualified respondents interested in providing services for the "Pest Control Services". Bids will be received in accordance with the requirements attached hereto as "**Requirements/Specifications**". The response should address all requirements/specifications.

3.2. Pre-Bid Meeting

If there will be a Pre-Bid meeting the information will be included in Section 1 – Invitation Letter/Timeline.

3.3. 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.

- a. Before awarding any contract, Hidalgo County Purchasing Department will verify, using the Federal System for Award Management (SAM) and the Texas Comptroller's Debarred Vendor List, that the offeror recommended for contract award has no unsatisfactory performance history that would prohibit awarding them a contract.
- b. The contract will be awarded to that responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the county, price, and other factors considered. A responsible offeror is one who affirmatively demonstrates to the County that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive an award under the solicitation and laws or regulations applicable to this procurement.
- c. The County reserves the right to accept other than the lowest offer, reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.
- d. The County may accept any item or group of items of any offer unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in Pricing Schedule, offers may not be submitted for any quantities less than those specified, and the County reserves the right to make an award on any item for a

unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

e. The County's execution of the Contract shall be deemed to result in a binding contract without further action by the offeror.

f. The County may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt unless the offer is withdrawn by written notice received by the County prior to award.

g. The County may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint, which the offeror can submit to the County.

3.4. TERM

It is intended that the initial contract term will be for three (3) years commencing on the date approved by Commissioners Court; with the County's option to renew/extend for an additional two (2) one (1) year term, under the same rates, terms, and conditions.

3.5. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response and shall select only one (1) method to respond. Please see Section 2 – Submission Details above for submission options, procedures, and requirements. Any Proposal received after the provided deadline will not be accepted and will be returned unopened to the sender.

3.6. PROPOSAL OPENING STREAMING

Please find the proposal opening information included in Section 1 – Invitation Letter

3.7. HAND DELIVERED SUBMISSION

If Respondent chooses to hand deliver its submission, whether personally or via delivery service, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.8. ELECTRONIC SUBMISSION

If Respondent chooses to submit its response electronically, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.9. SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

3.10. QUESTIONS AND ANSWERS

Questions must be submitted via the PORTAL'S Question and Answer Tab (Q&A) no later than Monday, April 1, 2024, at 5:00 pm. Responses to properly submitted questions will be published in the PORTAL

and emailed to all planholders who are listed as a Follower in the PORTAL. Telephone inquiries will not be accepted.

3.11. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer 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 request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or proposal procedures must be received in writing via the PORTAL'S Q&A Tab by the deadline stated for Questions and Answers.

3.12. 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 Proposer 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.

3.13. WAIVING OF INFORMALITIES

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

3.14. 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.

4. LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as “Offeror”, “Vendor”, “Respondent”, or “Contractor”) submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as “Procurement Packet”) made by the County of Hidalgo (hereinafter referred to as “Hidalgo County” and “County” or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services. The Hidalgo County Purchasing Department webpage may be found at <https://www.hidalgocounty.us/143/Purchasing-Department>.

It is the Offeror’s sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern. Referenced appendices may be subject to change.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/CountyAdministrative-Policies>), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

4.1. ACCEPTANCE OF SUBMISSION

Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror’s submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

4.2. ACCESS TO RECORDS

In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

4.3. ACCOUNT CREATION FOR PAYMENT

Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor’s Office in order to establish an account with the County for payment, including information requested on Hidalgo County "**Vendor Enrollment Solution**" on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor’s Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4.4. ADDENDA

When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must sign in blue ink and include it in the returned submission package.

4.5. ASSIGNMENT

The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as "Commissioners Court"), or other applicable governing body.

4.6. AWARD

Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on "**Company/Firm Response**", in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

4.7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

4.7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

4.7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

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 response to a request 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.

4.7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the "**Projects Requirements Acknowledgement**". Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

4.7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. **Written verification may be provided by signing the Legal Notice Declarations page.** Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of February 15, 2023 fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)".

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

4.7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

4.7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal

programs, or state assistance, as described under Executive Order 12549, “Debarment and Suspension.” The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at <http://www.sam.gov> with their response.

4.7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

4.7.8 Disclosure of Conflict of Interest.

4.7.8.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror’s employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County’s elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County’s elected official, department head, or employee, or the County official’s family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or February 15, 2023 attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

4.7.8.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

4.7.8.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. "**Proposer's Affidavit**" must be included in the response.

4.7.8.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

4.7.8.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as Appendix "D", must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Hidalgo County Clerk contact information may be found at <https://www.hidalgocounty.us/161/CountyClerks-Office>. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

4.7.8.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352(2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in "**2 C.F.R. § 200**".

4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm February 15, 20237entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole source provider, does not receive any bids from a company that is able to provide the required written

verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

4.7.10 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

4.7.11 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, ignacio.amezcua@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

4.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (CONTINUED)

4.8.1 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in "**HUB Declaration**".

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses subcontractors take affirmative steps set forth in 2 CFR 200.321, including:

- A. Placing qualified small and minority business and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

F. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation February 15, 20237(TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

4.8.2 Independent Contractor. Offeror must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Offeror under a contract entered into by the parties. Notwithstanding the foregoing sentence, Offeror represents and maintains that Offeror is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Offeror does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Any contract entered into between the parties and the performance of the same does not create an agency relationship or master servant relationship. Offeror agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received under a contract. Offeror will incur no financial obligation on behalf of the County without prior written approval of the County. Offeror will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Offeror or its affiliates provide the Services, except as otherwise set forth in this packet and/or any contract entered into by the parties. Offeror agrees to not take any action that is detrimental to, or not in the best interest of the County.

4.8.3 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law. Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

4.8.4 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and **submissions are subject to inclusion into the public record after award.** To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its email addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply

to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

4.8.5 Title VI Notice. The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, **Title VI** has been broadened by related statutes, regulations and executive orders as found in **Appendices “A” through “E”** as attached hereto. Offeror agrees to comply with Title VI as may be required. The Hidalgo County Title VI Nondiscrimination Plan may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan>.

4.9. CONTRACT OBLIGATION

Before a contract becomes binding on Hidalgo County or the Offeror, it must be awarded by the Hidalgo County Commissioners Court, signed by the Hidalgo County Judge, funds for it must be certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order must be issued for it by the Hidalgo County Purchasing Department. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

4.10. CONTRACT RENEWALS

Any extension or renewal of the agreement entered into by the parties are made at the County’s sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

4.11. CONTRACT TRANSITION (Grace Period)

In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

4.12. COST OF GOODS AND SERVICES

Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent’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 Hidalgo County. 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.

4.13. COUNTY APPROVED HOLIDAYS

The Offeror is advised that official County business will not be conducted on approved County holidays. The link of approved holidays can be found on: <https://www.hidalgocounty.us/115/County-Holidays>.

4.14. EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

4.15. FISCAL FUNDING

Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. February 15, 2023⁷ Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

4.15.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor

4.15.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in "2 C.F.R. § 200 ". It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

4.16. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

4.17. GOVERNING LAW

This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. **Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas.** Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

4.18. HIPAA COMPLIANCE

When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160and164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

4.19. INDEMNIFICATION

COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, February 15, 2023 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. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

4.20. INSPECTIONS & TESTING

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate. The successful respondent shall warrant that all items/services shall conform to 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 procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

4.21. INSURANCE

Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See "**Insurance Requirements**"). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

4.22. LEGAL DOCUMENTS

Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

4.23. MAINTENANCE

Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on "**Company/Firm Response**". If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

4.24. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:

- A Vendor shall:
 - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
 - 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.
 - 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.
 - notify the County at the time when the Vendor's costs for items, supplies, and or services 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.
- 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 retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- The County may only grant a price increase if the evidence presented is deemed reliable.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
- Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor 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.
- 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 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.
- 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.

4.25. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

4.26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS

With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on "**Requirements/Specifications**". A prospective respondent, by submitting a response, represents to County that it meets the requirements listed. Respondent is required to advise the County of any change to information provided in its submitted response.

4.27. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

4.28. NEW MILLENNIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

4.29. PAYMENT UNDER CONTRACT

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.

4.30. PERFORMANCE ENFORCEMENT

Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

4.31. POST-AWARD DELIVERY INSTRUCTIONS

Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the "**Requirements/Specifications**" attached hereto to this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

4.32. POST-AWARD INVOICES AND PAYMENTS

Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will payon invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All payments are subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. Nocharges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

4.33. PROCEDURES FOR VENDOR PROTEST

Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: <https://www.hidalgocounty.us/143/Purchasing-Department>. The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.

4.34. PROCUREMENT PACKET FORM COMPLETION

When submitting procurement packet response, Respondents must follow the procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview. An authorized representative of the Offeror should complete all necessary response documentation. **Failure to complete required forms or provide required information and/or to follow procedures and/or requirements may be cause to reject the entire response.**

4.35. PROCUREMENT PACKET SUBMISSION

Offeror must comply with the following procurement packet submission procedures.

4.35.1 Offeror must submit all completed responses in accordance with the provisions, procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview by the date and time indicated therein. **Failure to follow packet submission requirements may be cause to reject the entire response. Late submissions will not be accepted for any reason.**

4.35.2 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

4.36. PROOF OF BUSINESS

Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, "**Vendor Acknowledgment**".

4.37. PURCHASE ORDER AND DELIVERY

The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on "**Company/Firm Response**". Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

4.38. QUALIFICATIONS OF OFFEROR

Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

4.39. RECYCLED MATERIALS

Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

4.40. REFERENCES

If applicable, Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled. If Offeror has not had a project canceled, then please indicate so.** Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form "**Reference Form**". Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address, and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project timeframe
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled. If Offeror has not had a project canceled, then please indicate so.

4.41. SCANNED OR RE-TYPED RESPONSE

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's procurement packet **as published** shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted according to the instructions contained within this procurement packet.**

4.42. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

4.43. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

4.44. SUBCONTRACTING

Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

4.45. TAXES

Hidalgo County is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

4.46. TERM OF CONTRACTS

If the contract is intended to cover a specific time period, the term will be specified in the "**Procurement Overview**". Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent 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 the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

4.47. TERMINATION

Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which

Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

4.48. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

4.49. USAGE REPORTS

Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

4.50. WAIVER OF SUBROGATION

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

4.51. WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

4.52. CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS

Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

5. ELECTRONIC SUBMISSION DOCUMENTS

- Firms must complete the following sections.
- If the submission is electronic, please proceed with completing all sections. Required documentation will need to be downloaded, completed, and uploaded.
- If the submission is a hard copy, please print the entire packet and complete all sections manually. Required documentation will need to be printed, completed, and included as part of the submission.
- **Failure to submit a complete response may result in the rejection of the response as non-conforming.**

5.1. I confirm that I will be submitting my response electronically.*

Please confirm and proceed with the electronic submission requirements.

Please confirm

*Response required

5.2. LEGAL NOTICE DECLARATION*

TO: Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director

ATTN: Pedro Cuadros, Contract Specialist I

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: 24-0041-04-10-05 - Pest Control Services

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Please confirm

*Response required

5.3. REQUIREMENTS/SPECIFICATIONS*

Refer to "**Requirements/Specifications**" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood, and agree with the "**Requirement/Specifications**".

Please confirm

*Response required

5.4. PROOF OF INSURANCE*

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 and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, 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 auto liability limits set forth immediately above;
4. **Workers Compensation Insurance:** 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. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.
- Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

- A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**
- D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- E. 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.
- F. 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 of 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.
- G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.

M. Bidder shall make any other insurance documentation available to County upon request.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
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		CONTACT NAME			
		PHONE (A/C No. Ext):		FAX (A/C No.):	
		E-MAIL:			
		ADDRESS:			
		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
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.					
TYPE OF INSURANCE	ADDL. SUBR. INSR. WVR.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY					
CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					
GENL. AGGREGATE LIMIT APPLIED PER:					
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. <input type="checkbox"/>					
AUTOMOBILE LIABILITY					
ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRING AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					
UMBRELLA LIAB. <input type="checkbox"/> OCCUR <input type="checkbox"/>					
EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					
DED. <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
If yes, describe under DESCRIPTION OF OPERATIONS below					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					
CERTIFICATE HOLDER			CANCELLATION		
HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S. HIGHWAY BUS. 281 EDINBURG, TEXAS 78539			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		

Please provide or upload your Certificate of Liability Insurance depending on your method of submission.

*Response required

5.5. INSURANCE REQUIREMENT ACKNOWLEDGMENT*

I, an authorized representative for of my company, the company submitting this response, 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 award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:
 - Professional Liability (Errors & Omissions)
 - Automobile Liability
 - General Liability
- have already been met, see attached copy of certificate of insurance.

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project 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 award of the project to be rescinded and then re-awarded to next qualified vendor. 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.

Please confirm

*Response required

5.6. BID BOND ACKNOWLEDGMENT*

A Bid Bond for 5% of the project will be required. **The original Bid Bond (Physical Document) will have to be submitted to the Purchasing Department as part of the complete submission.** Payment and Performance Bonds are subject to Texas Local Government Code requirements, if required, the respondent will be advised at the time of award.

*Please download the below documents, complete, and upload.

- [Bid Bond Acknowledgment.pdf](#)

*Response required

5.7. PROJECT REQUIREMENTS ACKNOWLEDGMENT*

This is to certify that I, an authorized representative of my company, 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** (upload copies here) so that, if my company is awarded this project, 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 or response.

Please confirm

*Response required

5.8. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [COI Questionnaire.pdf](#)

*Response required

5.9. VENDOR ACKNOWLEDGMENT*

Please read and acknowledge the required steps necessary to do business with Hidalgo County:

Step 1:

OpenGov will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

Link can be found below:

-<https://procurement.opengov.com/portal/co-hidalgo-tx>

Step 2:

ConsiderMe (Vendor Enrollment Solution) is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

-<https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>

*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Please confirm

*Response required

5.10. HUB DECLARATION*

Please download the below documents, complete, and upload.

- [HUB Declaration.pdf](#)

*Response required

5.11. CERTIFICATION REGARDING DEBARMENT*

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

*Response required

5.12. SAM.GOV REGISTRATION*

Please enter your company's Legal Name and/or dba Name

*Response required

5.13. FORM 1295*

Please provide a Form 1295.

- <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- Reference Pest Control Services and 24-0041 on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

*Response required

5.14. Title VI Appendices - (Please confirm that you have read, understood and agree)*

APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination

prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in

compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and

services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)”

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Please confirm

*Response required

5.15. REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS*

Please download the below documents, complete, and upload.

- [2_CFR_200.pdf](#)

*Response required

5.16. FHWA 1273*

Refer to "FHWA 1273" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "FHWA 1273."

Please confirm

*Response required

5.17. PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING*

Please download the below documents, complete, and upload.

- [Proposer's Affidavit.pdf](#)

*Response required

5.18. DRAFT AGREEMENT*

Refer to "Draft Agreement" in the [#ATTACHMENTS](#) section. Confirm that you read, understood, and agree with "Draft Agreement."

Please confirm

*Response required

5.19. REFERENCE FORM*

Please download the below documents, complete, and upload.

- [Reference Form.pdf](#)

*Response required

5.20. COMPANY/FIRM RESPONSE*

Please download the below document, complete it, and upload it as your response to this RFB as requested in *Requirements/Specifications*.

- [Company - Firm Response.pdf](#)

*Response required

Specifications/Requirements

HIDALGO COUNTY
“*Pest Control Services*”
BID NO.: 24-0041-04-10-05

SCOPE OF WORK:

Hidalgo County is seeking qualified vendor(s) for the “Pest Control Services” on a Quarterly Rotation Service (unless otherwise specified) 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. 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).

- iii. 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.

- iv. 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. Vendor will provide a schedule to cover all facilities, and any additional facilities that may be added throughout the contract term.
- ii. Schedule services shall be performed during County business hours. Services shall not interrupt County business. Vendor may at times, be requested to provide services to County locations after normal business hours.
- iii. Vendor will advise County within a reasonable time as to any deviation in the Schedule. If vendor is called outside, vendor will provide requested service within a reasonable amount of time.
- iv. Any and all deviation from the schedule of services by the vendor to provide services after hours must be requested in writing and provide details, including but not limited to the service are to be provided and are subject to County approval.

c. REQUIREMENTS:

- i. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.
- ii. Vendor must maintain a sufficient amount of employees that will allow them to adequately provide services to all County locations within a reasonable time.
- 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 and employees may have access to secure and sensitive areas. Vendor must certify that all employees have been subjected to a background check.
- v. 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.
- vi. 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
- vii. Vendor shall provide the Pest Management Integrated Services according to the Texas Structural Pest Control Board.
- viii. 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. If treatment fails to control pests specified herein, Vendor shall provide, at request of County, up to three (3) call-back services per month per location at no additional charge.

e. CONTRACT PRICE:

- i. An individual Bid Price must be submitted for each building listed as well as any additional locations, which may be added throughout the contract term. 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. 24-0041-04-10-05
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: Seferino 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 th 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	Emergency Management Warehouse 7515 N. US Hwy 281, Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson, Edinburg, Texas	9	Extension Service 410 N. 13 th Edinburg, Texas
10	Extension Service (old DPS) 410 N. 13 th , Edinburg, Texas	11	Health Department 1304 S. 25 th 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, Texas	20	Mission License 722 Breyfogle, Mission, Texas	21	District Attorney Office 101 & 107 N. 10 th Ave. Edinburg, Texas
22	Community Resource Center/WIC 6 th 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 th 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, Texas	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281, Edinburg, Texas
37	JP’S AND CONSTABLES OFFICES 730 Breyfogle, Mission, Texas	38	Vacant 6 th Street, San Carlos, TX.	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Elections Building (Annex IV) 213 S. Closner, 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, Texas	44	HIDTA 825 Sioux Rd. Alamo, Texas	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, Texas	47	Health/WIC/Tax & Planning Offices 722 Breyfogle, Mission, Texas	48	Multi-Purpose Facility Alamo-CRC South Tower Bldg. 1429 South Tower Road,Alamo, Tx 78516
49	Election Warehouse 317 N. Closner, Edinburg, Texas	50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP’s/ Pct 2 Adm., Pharr, TX	51	Weslaco Tax Office Complex 1900 Joe Stevens Weslaco, Texas
52	Hidalgo County 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 th Street, McAllen, Texas
55	McColl Building 505 S. McColl Road, Edinburg, Texas	56	OEM Building B & C 123 W. Mahl, Edinburg, Texas	57	Precinct 4 Justice Center 1200 S. I-69C Edinburg, Texas
58	Bio Safety Lab 1211 S. 28 th Ave. Edinburg, Texas	59	Facilities Management Industrial Park 1920 SE Industrial Dr., Edinburg, Texas		

OTHER COUNTY SITES:

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILLING ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Point of Contact: Yolanda Estrada 956-968-8733
1.	1902 Joe Stephens- Weslaco, Texas	
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Veterans Park Facilities, Monte Alto, TX	
4.	Collections Site (UNDER CONSTRUCTION) North of Sunrise Hill Park, Weslaco, TX	
5.	Donna Collection Mile 11 & Mile 1 ½ West, Mercedes, TX	
6.	Hargil Collections 5 th & McKinley, Hargil, TX	
7.	Monte Alto Collection Mile 5 ½ West Rd, & Mile 21 N., Monte Alto, TX	
8.	Mercedes Collection Mile 1 East & Mile 5 N, Mercedes, TX	
9.	Portable Building C, 13226 Mile 1 ½ W. Rd, Mercedes, TX	
10.	Precinct 1 Sunset Part Operations Facility	
HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILLING ADDRESS: 300 W. Hall Acres Ste. G Pharr, Texas 78577 Point of Contact: Erika Zamora 956-787-1891
1	County Wide Mechanic Shop – 4011 S. Veterans Blvd., Bldg., B- Pharr, TX	
2	Aquiles Jaime Garza Park- 5 Bldg., 1601 W. Anaya Rd, Pharr, TX	
3	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen, TX	
4	Lopezville-Rodríguez & 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	

HIDALGO COUNTY PRECINCT NO. 3 SITES:		BILLING ADDRESS:
1	Veteran Pavilion - 1 Mile South Inspiration Road- Mission, TX	724 N. Breyfogle Mission, Texas 78574 Point of Contact: 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	

HIDALGO COUNTY PRECINCT NO. 4 SITES		BILLING ADDRESS:
1	HCP4-Administration Offices @ 1051 N. Doolittle Rd-Edinburg, TX	1051 N. Doolittle Rd. Edinburg, Texas 78542 Point of Contact: Leticia H. Saenz (or) Nick Perez HCP4 Finance 956-383-3112
2	Mechanical Shop Office/Vehicle Service Area @ 1102 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 th Street – Edinburg, TX	
7	Linn-San Manuel Fire Station @ 21661 TX 186 – Edinburg, TX	
8	(New Upcoming HCP4 Mechanic Shop @ 1051 N. Doolittle Rd – Edinburg, TX	

Facilities Management

Building Inventory

Created by: Linda Flores

Precinct 1

Building Name:	Sq Ft
After Care Program Facility	5,476
Constable P1	3,120
Constable P1 Office	4,406
Delta Lake Park Tollbooth	12
Delta Lake Park Office	1,344
Delta Lake Park Storage	1,680
Elsa Multipurpose Center MPC	10,927
Health & WIC Clinics 1207	8,090
Justice of Peace 1 1 1 2	3,120
Juvenile Boot Camp	4,800
Pct 1 Admn Multi Center	17,944
Pct 1 Mechanic Shop	4,000
Pct 1 Port Su Casa	560
Pct 1 Tax Office Motor	2,880
Portable Bldg Hargill	120
Progreso Community CRC	3,145
Sheriff Weslaco Sub Station	12,650
Sunrise Hill Park Port 1	1,152
Sunrise Hill Park Port 2	960
Sunrise Hill Park Pavilion	7,000
Sunrise Hill Park Tire Shop	400
WIC Clinic 1212	1,850
Youth Village Building	-
Total Sq Ft per Precinct	95,636

Precinct 2

Building Name:	Sq Ft
Auto Lic Sub Station	3,522
BBQ Gilmore Kitchen	1,890
Constable P2	3,280
Health & WIC Clinic II	14,816
Health Clinic McAllen Hackberry	6,212
Indoor Baseball Park	24,750
Justice of Peace 2 1	3,280
Justice of Peace 2 2	9,840
McAllen COPC Clinic	-
Palmer Pavilion	-
Pct 2 Admn Office	5,856
Pct 2 CoWide Mech Shop 2016	-
Pct 2 Co Wide Shop	-
Pct 2 El Gato Portable Bldg	120
Pct 2 El Jay Park Restrooms	-
Pct 2 Field Op Storage	7,560
Pct 2 Field Op Facility	11,450
Pct 2 Las Milpas Park Storage	701
Pct 2 Mech Shop Garage	-
Pct 2 Old Admn Bldg	-
Pct 2 Tower Park Restrooms	-
Pct 2 Sign Shop	-
Palmer Pavilion Storage	-
Tax Office Hall Acres	5,178
WIC Clinic 1204 Pharr	-
WIC Clinic 1224	7,408
WIC Clinic 1229 San Juan	17,216
WIC Clinic II 1245 Alamo	10,803
WIC Clinic 1203 McAllen	-
Total Sq Ft per Precinct	133,882

Precinct 3

Building Name:	Sq Ft
Anzalduas Restrooms	-
Head Start Central Kitchen	10,468
Health & WIC Clinic 1202	13,862
Health Clinic P3 CRC	2,085
Los Ebanos Park Pavilion	1,100
Meeting Hall and Pavilion	9,000
Mesina Park Pavilion	2,016
Park Anzalduas Modular	528
Los Ebanos Recreational Hall	6,000
Los Ebanos Tool	1,344
Pct 3 Food Pantry	-
Pct 3 Admn Office A	20,722
Pct 3 Drainage Shed	4,000
Pct 3 Lube Garage	-
Pct 3 Tax Office C	2,600
Pct 3 Office Drainage Div	520
Pct 3 Motor Pool Breakroom	800
Pct 3 Motor Pool Mechshop	5,000
Pct 3 Motor Pool Office	2,289
Pct 3 Motor Pool Shed	2,880
Penitas Landfill Office	545
Salida Del Sol Waste Collect	216
Santos Saldana Park Pavilion	1,040
Storage Room at Moorefield	1,000
The Mansion Moorefield	24,000
Veteran Memorial Pavilion	10,548
Veteran Pav BBQ Kitchen	3,100
Veteran Pav Storage Room	1,000
WIC Clinic 1217	2,600
WIC Clinic Alton	-
WIC Clinic Sullivan 1216	9,070
Total Sq Ft per Precinct	138,333

Precinct 4

Building Name:	Sq Ft
Health Clinic Edinburg Rich	8,075
Justice of Peace 4 1	2,625
Justice of Peace 4 2	3,236
Linn Collection Portable Office	120
Linn San Emergency Service	9,026
M Road Storage Unit	-
Milo Ponce Park Open Shop	16,519
Pct 4 Administration Offices	5,060
Pct 4 Endowment Sunflower Park	8,516
Pct 4 Field Operations Center	12,914
Pct 4 Mechanic Shop	-
Pct 4 Portable Collection Site	216
Pct 4 Portable Office Davis	216
Pct 4 Warehouse Facility	-
San Carlos Whse East Side Bldg	10,000
San Carlos Whse Security	-
San Carlos Whse Storage Bldg	5,250
San Carlos Whse West Side Bldg	43,000
WIC Clinic 1201	8,075
WIC Clinic 1226 San Carlos	5,250
Total Sq Ft per Precinct	138,098

Countywide Edinburg

Building Name:	Sq Ft
Adult Probation Center	41,286
Barrack 1	5,952
Barrack 2	5,952
Boot Camp Storage Room	-
Cibolo Industrial Park	-
Annex III	105,280
Co Clerks Records Storage Bldg	22,306
County Admin I	55,552
County Surplus & Health Storage	3,200
Courthouse Annex 1	8,000
Courthouse Judicial Annex A	5,264
Courthouse Judicial Annex B	7,952
Courthouse Judicial Annex C	1,152
Elections Administration	4,176
Elections Admn Storage Bldg	7,344
Elections Admn Training Bldg	3,738
Emergency Management Warehouse	26,075
Fac Mgmt Storage Building	26,818
Facilities Mgmt Office Portable	9,964
Health Dept Central Office	36,540
John A Substance Abuse Facility	11,970
Juvenile Justice Center	140,000
New Courthouse Project	-
Old B&G Old Jail	-
Old Carpenter Shop	-
Old Cemetery	-
Old Co Jail Echo Section	25,518
Old Courthouse	93,000
Old Det Gulf Section Carpentry	2,116
Old Detention Delta Charlie Sec	11,000
Old Detention Fox Sec	2,116
Old Detention Hotel Sec	-
Old Juvenile Center	15,416
Old Sheriff Academy	7,481
Plains Capitol - Admin II	24,003
Plains Capital - Emergency Mgmt	1,152
Plains Capital - Elections Annex 4	8,500
Plains Capital - Emergency Mgmt	2,613
Safety Division Office	9,854

COMPANY / FIRM RESPONSE

HIDALGO COUNTY
“Pest Control Services”
 BID NO.: 24-0041-04-10-05

LINE ITEM NO.	Hidalgo County Locations	PRICES
	Billed to: H.C. Facilities Management – 3100 S. Bus. 281, Bldg. D - Edinburg, Texas 78539 POC Seferino Garza 956-463-6826 and/or Jose Castillo 956-342-1163	Reg. Pest Control Serve Fees
1	Annex Bldg. III. 100 E. Cano, Edinburg, TX.	
2	Courthouse 100 N. Closner Blvd., Edinburg, TX.	
3	Courthouse, Annex I 100 N. Closner Blvd., Edinburg, TX.	
4	Election’s Office 101 S. 10 th Ave, Edinburg, TX. 78539	
5	County Morgue 3100 S. Hwy 281, Edinburg, TX.	
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield, Mission, TX.	
7	Emergency Management Warehouse 7515 N. US Hwy 281, Edinburg, Texas	
8	Edinburg Health/WIC Clinics 3105 E. Richardson, Edinburg, TX.	
9	Extension Service 410 N. 13 th , Edinburg, TX.	
10	Extension Service (old DPS) 410 N. 13 th , Edinburg, TX.	
11	Health Department 1304 S. 25 th Street, Weslaco, TX.	
12	McAllen License 300 E. Hackberry, McAllen, TX.	
13	San Carlos Warehouse (POC- Facility Mgmt.) E. 107 & 6 Street, San Carlos, TX.	
14	Vacant W. Old Hwy 83 & S. Breyfogle, Mission, TX.	
15	McAllen Health Clinic 300 E. Hackberry, McAllen, TX.	
16	Weslaco Health/WIC Clinic 1901 N. Bridge, Weslaco, TX.	
17	Pharr/WIC Clinic/Fire Marshals 1905 Fir Street, Pharr, TX.	
18	JP’s, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. (CRC), Elsa, TX.	
19	WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light, Sullivan City, TX.	
20	Mission License 722 Breyfogle, Mission, TX.	

21	District Attorney Office 101 & 107 N. 10 th Ave. Edinburg, TX	
22	Community Resource Center/WIC 6 th Street, San Carlos, TX.	
23	Hidalgo Health/WIC Clinics 702 E. Tejano, Hidalgo, TX.	
24	JP Office 1902 Joe Stephens, Weslaco, TX.	
25	Delta Bldg. (Old Jail) -Storage Bldg. 3100 S. Hwy 281, -C, Edinburg, TX.	
26	After Care Program (Bill Separately) 1711 N. Bridge, Weslaco, TX.	
27	Boot Camp 1711 N. Bridge, Weslaco, TX.	
28	Health /WIC Clinic 211 South Schuerbach, Mission, TX.	
29	Rehab Center (Bill Separately) 1000 M. Rd., Edinburg, TX.	
30	430 th District Court 111 South 9 th Street, Edinburg, TX.	
31	Community Resource Center 509 E. Earling Rd., San Juan, TX.	
32	Precinct No. 4 / Sheriff Substation 1124 N. M Rd., Edinburg, TX.	
33	Horizon Building 224 N. 12 Ave., Edinburg, TX.	
34	Bennet Building 216 N. 12 Ave., Edinburg, TX.	
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B, Edinburg, TX.	
36	Administration Building 2802 S. Bus. 281, Edinburg, TX.	
37	JP'S & Constables offices 730 Breyfogle, Mission, TX.	
38	Vacant 6 th St., San Carlos, TX.	
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015, Progreso, TX.	
40	Elections Bldg (Annex IV) 213 S. Closner, Edinburg, TX	
41	Facilities Management Office 3100 S. 281, Bldg.-D,Edinburg, TX.	
42	Juvenile Justice Center (approx. 140,000 sq. ft.) 1001 N. Doolittle ,Edinburg, TX.	
43	HIDTA Task Force -Offices 3100 S. Closner Blvd., Edinburg, TX.	
44	HIDTA Task Force -Storage 825 Sioux Rd. Alamo, TX	
45	Facilities Management -Storage (4 Buildings) 3100 S. Bus. 281, Bldgs. D-G, Edinburg, TX.	
46	County Clerks- Document Storage(f/n/a Robert's Chevrolet), 317 N. Closner Blvd., Edinburg, TX.	
47	Health/WIC/Tax & Planning Offices 722 Breyfogle ,Mission, TX.	
48	Multi-Purpose Facility (Alamo/CRC South Tower Bldg.) 1429 South Tower Rd., Alamo, TX. 78516	
49	Election Warehouse 317 N. Closner Blvd., Edinburg, TX.	

50	Pct. 2 Multi – Center Hall Acres Health/WIC/Auto Tax/ JP’s/ Pct. 2 Admin.	
51	Weslaco Tax Office Complex 1900 Joe Stephens, Weslaco, TX	
52	Hidalgo Cty Substance Abuse & Primary Care Facilities (John Austin Pena) 3105 E. Schunior , Edinburg, TX.	
53	Palmer Pavillion 301 E. Hackberry, McAllen, TX	
54	Safety Building 9805 N. 10 th St., McAllen, TX	
55	McColl Building 505 S. McColl Rd., Edinburg, TX	
56	OEM Building B & C 123 W. Mahl, Edinburg, TX	
57	Precint 4 Justice Center 1200 S. I-69C Edinburg, TX	
58	Bio Safety Lab 1211 S. 28 th Ave. Edinburg, TX	
59	Facilities Management Industrial Park 1920 SE Industrial Dr., Edinburg, TX	
LINE ITEM NO.	HIDALGO COUNTY PRECINCT NO. 1 LOCATIONS	BILL TO ADDRESS: 1902 Joe Stephens -- Weslaco, TX. 78596 Contact: Erica Espinoza / Ester Cardoza-Wade 956-968-8733
		PRICES
		Reg. Pest Control Serve Fees
60	Precinct No 1 Office 1902 Joe Stephen, Weslaco, TX	
61	Precinct No. 1 Parks Office- Delta Lake & Shop	
62	Veteran Park Facilities Monte Alto, TX.	
63	Collection Site North of Sunrise Hill Park , Weslaco, TX	
64	Donna Collection Mile 11 & Mile 1 ½ West Mercedes, TX.	
65	Hargill Collection 5 th & McKinley, Hargill, TX	
66	Monte Alto Collection Mile 5 ½ West Rd. and Mile 21 N., Monte Alto, TX	
67	Mercedes Collection Mile 1 East & Mile 5 N., Mercedes, TX	
68	Portable Building C 13226 Mile 1 ½ W. Rd., Mercedes, TX	
69	H.C. Pct 1 Sunset Park Operators Facility (9,234 sq.ft) 5230 Mile 11 N. Mercedes, TX	

LINE ITEM NO.	HIDALGO COUNTY PRECINCT NO. 2 LOCATIONS	BILL TO ADDRESS: 300 W. Hall Acres, Ste. G -- Pharr, TX. 78577 Contact: Erika Zamora 956-787-1891
		PRICES
		Reg. Pest Control Serve Fees
70	County Wide Mechanic Shop 4011 S. Veterans Blvd., Bldg. B - Pharr, TX	
71	Aquiles Jaime Garza Park Pharr – 5 Buildings 1601 W. Anaya Rd., Pharr, TX	
72	McAllen Les Gilmore Kitchen 301 E. Hackberry #R, McAllen, TX	
73	Lopezvill Park Rodriguez & Minnesota (RR), San Juan, TX	
74	Office El Gato Collection Site El Gato Rd. East of Tower, Alamo, TX	
75	H.C. Precinct 2 Operations Facility 4011 S. Veterans Blvd., San Juan, TX	
76	Shed @ Alamo Park 1429 S. tower Rd., Alamo, TX	
77	Shed @ San Juan Park 509 E. Earling Rd., San Juan, TX	
78	Octagon Building @ San Juan Park (Master Gardner Office Sp) 509 E. Earling Rd., San Juan, TX	
79	Restrooms @ San Juan Park 509 E. Earling Rd., San Juan, TX	
80	Precinct 2 Indoor Sports Complex 3600 Athol St., Pharr, TX	
81	Precinct 2 CRC Youth Facility 509 E. Earling Rd., San Juan, TX	

LINE ITEM NO	HIDALGO COUNTY PRECINCT NO. 3 LOCATIONS	BILL TO ADDRESS: 724 N. Breyfogle Rd – Mission, TX. 78574 Contact: Norma Ceballos 956-585-4509
		PRICES
		Reg. Pest Control Serve Fees
82	Veteran Pavilion 1 Mile South Inspiration Rd., Mission, TX	
83	Barbecue House 1 Mile South Inspiration Rd., Mission, TX	
84	Los Ebanos Pavilion Los Ebanos, TX	
85	Anzaldua’s Park Office 6 Mile South Conway, Mission TX	
86	Hidalgo County Precinct 3 Office 724 N. Breyfogle Rd., Mission, TX	
87	Hidalgo County Precinct 3 Office 7 Mile Line Between Iowa & Texas Rd., Mission, TX	
88	Motor Pool (Mechanic Shop) 7 Mile Line Between Iowa & Texas Rd., Mission, TX	
89	H. C. Precinct 3 Multi-Purpose Building 734 N. Breyfogle Rd., Mission, TX	
90	H.C. Precinct 3-Administration Motor Pool 8310 W. Mile 7 Rd., Mission, TX	
100	H. C. Precinct 3 Motor Pool Mechanic Shop 8310 W. Mile 7 Rd., Mission, TX	

LINE ITEM NO.	HIDALGO COUNTY PRECINCT NO. 4 LOCATIONS	BILL TO ADDRESS: 1051 N. Doolittle Rd – Edinburg, TX Contact: Leticia Saenz (or) Nick Perez 956-383-3112
		PRICES
		Reg. Pest Control Serve Fees
101	H.C. Precinct 4 Administration Offices 1051 N. Doolittle Rd., Edinburg, TX	
102	H. C. Precinct 4 Mechanic Shop/Vehicle Svc. Area @ Drainage 1102 N. Doolittle Rd., Edinburg, TX	
103	H. C. Precinct 4 Upcoming Mechanic Shop 1051 N. Doolittle Rd., Edinburg, TX	
104	H.C. Precinct 4 Storage Facility 1051 N. Doolittle RD., Edinburg, TX	
105	H. C. Precinct 4 “M” Road Recovery Center 1124 N. “M” Rd., Edinburg, TX	
106	H.C. Precinct 4 Endowment Community Center 107 N. Sunflower Rd., Edinburg, TX	
107	San Carlos Community Resource Center (CRC) 230 N. 86th Street, Edinburg, TX	
108	Linn-San Mauel Fire Station 21661 TX-186, Edinburg, TX	

Service call may include multiple Bee eradications at the same site & on the same day.

Vendor Comment: _____

- Additional sites: Vendor must submit a bid as **a fixed flat rate**.
- **Hidalgo County will not accept a per linear ft. cost for additional sites.**

**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 and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
 2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, 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 provide d to County hereunder.
 3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;
 4. **Workers Compensation Insurance:** 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. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.
- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
 - *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

- a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

Page 2 of 2: Continuation of Exhibit “C”: Insurance Requirements Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)

- d. For each policy, except Workers’ Compensation, Bidder shall name the County as an additional insured.
- e. 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.
- f. 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 of 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.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- i. Insurance policies shall be obtained at Bidder’s sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- m. Bidder shall make any other insurance documentation available to County upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 EXPI (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S, HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

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

ACORD 25 (2010/05)

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HIDALGO COUNTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Benito Campos Jr. as Principal, and Ricky Anthony Campos as Surety, are hereby held and firmly bound unto _____ as OWNER in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 8th day of APRIL, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to _____ COUNTY OF HIDALGO a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the

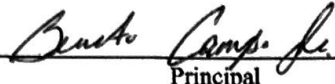
PEST CONTROL SERVICES : RFB No. : 24-0041-04-10-05


NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.


Principal _____ (L.S.)


Surety _____

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

Mid Valley Pest Control, LLC.

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity


4/4/2024

Date

**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: Ricky Campos
Title: General Manager
Telephone Number: 956-383-2651
Date: 04/08/2024

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1143497

Date Filed:
04/08/2024

Date Acknowledged:

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

Mid Valley Pest Control LLC
Edinburg, 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.

Hidalgo County

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.

24-0041
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.


6 UNSWORN DECLARATION

My name is Ricky ANTHONY Campos, and my date of birth is [REDACTED].

My address is 16321 AVENUE DA SOL W. WESUALO TX 78599 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HIDALGO County, State of TEXAS, on the 8TH day of April, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Mid Valley Pest Control LLC
 Edinburg, TX United States

Certificate Number:
 2024-1143497

Date Filed:
 04/08/2024

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

Date Acknowledged:
 04/16/2024

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.
 24-0041
 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.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

(IF APPLICABLE)

**2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II,
REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

&

**REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. Remedies.

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **See 2 C.F.R. Part 200, Appendix II, ¶ A.**
- c. **Statement.** Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. Termination for Cause and Convenience.

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. **See 2 C.F.R. Part 200, Appendix II, ¶ B.**
- c. **Statement.** **Termination.** County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor

breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. Equal Employment Opportunity.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- c. Key Definitions:
 - (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction
- d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. **Applicability of Davis-Bacon Act.** The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**

- b. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. **Statement.** The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 2 C.F.R. Part 200, Appendix II, ¶ E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance**

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. **Standard.** If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. **Key Definition:** The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act.**

- a. **Applicability and Standard:** Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. **Statement:** Included in contracts as provided in section “7a” above.
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

c. **Statement.** The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of entity serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. **Bvrd Anti-Lobbying Amendment.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, Mid Valley Pest Control, LLC. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Mid Valley Pest Control, LLC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ricky Campos / General Manager

Name and Title of Contractor's Authorized Official

04/08/2024

Date"

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

- b. **Standard.** A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People's Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of "Affiliate" can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. **Statement.** Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) **Definitions.** As used in this clause, the terms **backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services** have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) **Prohibitions.**
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preferences for Procurements

- a. Applicability: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. Standard. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, ¶ L
- c. Statement. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

1. Changes.

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method,

price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. Access to Records.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. DHS Seal, Logo, and Flags.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre- approval.”

4. Compliance with Federal Law, Regulations, and Executive Orders.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

"This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

5. **No Obligation by Federal Government.**

a. **Standard.** The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. **Statement.** The following provides a contract clause regarding no obligation by the Federal Government:

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

a. **Standard.** The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. **Statement.** The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: Mid Valley Pest Control

Printed Name and Title of Authorized Representative: Ricky Campos / General Manager

Signature of Authorized Representative: 

Date: 04/08/2024


PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Ricky Campos, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

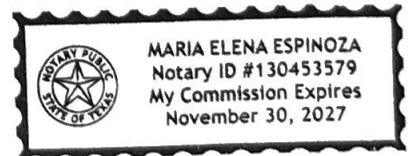
Signature/Title:  / General Manager

Subscribed and sworn to before me this 8th day of April, 2024.

Maria Elena Espinoza

Notary Public

My commission expires: 11-30, 2027



REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: KCI Technologies

Type of Organization: Engineering Firm

Address: 2610 N. Shary Rd. Mission, TX, 78572

Contact Person: Oscar Arturo Garza Title: Practice Leader

Telephone: 956-369-4529 E-mail: oscar.garza@kci.com

Project Information

Name of Project: Pest Control Services

Scope of Work: Provide Quarterly Pest Control Service for Commercial Office

Contract Period: From 2020 to Current

Cost: Projected \$: 300.00 Actual \$: 300.00

Timeframe (Include Unit Measure) Projected various Actual various

Status as of 04/08/2024 (Circle One) Complete In Progress Canceled
Date

Reference Two

Client's Name: McAllen/Hidalgo-International-Bridge

Type of Organization: International Bridge

Address: 1023 International Blvd; Hidalgo, TX, 78557

Contact Person: Arturo Madero Title: Operations Manager

Telephone: 956-681-1800 E-mail: amadero@mcallen.net

Project Information

Name of Project: Pest Control Services

Scope of Work: Provide Monthly Pest and Rodent Control Services for Customs and Border Protection and city of Mcallen Offices and Toll booths located at the Mcallen/ Hidalgo and Anzalduas International Bridges

Contract Period: From 2014 to Current

Cost: Projected \$: 6,250 Actual \$: 6,250

Timeframe (Include Unit Measure) Projected Monthly Actual Monthly

Status as of 04/08/2024 (Circle One) Complete In Progress Canceled
Date

Reference Three

Client's Name: U.S. General Services Administration
Type of Organization: Public Government Building Service
Address: 1101 E. Hackberry Ave. Ste. 200; McAllen, TX, 78501

Contact Person: Juan Pinon Title: Supervisor Project Manager
Telephone: 956-278-8933 / 956-530-4079 E-mail: juan.pinon@gsa.gov

Project Information

Name of Project: Bird Control
Scope of Work: Bird Control using exclusion, deterrent and/or repellant installation in and around various government facilities.

Contract Period: From 2017 to Current
Cost: Projected \$: 4,500 Actual \$: 4,500
Timeframe (Include Unit Measure) Projected As needed Actual As needed
Status as of 04/08/2024 (Circle One) Complete In Progress Canceled
Date

Reference Four

Client's Name: Hidalgo County Head Start Program
Type of Organization: County Pre School
Address: 134 86th St.; Edinburg, TX, 78542

Contact Person: Maria Salinas Title: Center Director/ Manager
Telephone: 956-451-2247 E-mail: mariasan.salinas01@utrgv.edu

Project Information

Name of Project: Monthly IPM/ Pest Control Service
Scope of Work: Provide Pest and Rodent Control Services using Integrated Pest Management techniques on School Classrooms, Offices and Exterior/ Playground Area

Contract Period: From 2018 to Current
Cost: Projected \$: 895.00 Monthly Actual \$: 895.00 Monthly
Timeframe (Include Unit Measure) Projected Monthly Actual Monthly
Status as of 04/08/2024 (Circle One) Complete In Progress Canceled
Date

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE
C-24-0041-XX-XX

THIS CONTRACT is made and entered into this _____ day of _____ **2023**, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "County"), and _____ ("Company").

WHEREAS, County requested responses to notices for Request for Bids (RFB) for: "**Pest Control Services**" for the **County** (the "**Services**"). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"** (the "**Procurement Packet**"), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to provide services in accordance with the specifications as proposed. A copy of the Company's response to the Procurement Packet is attached hereto as **Exhibit "B"** (the "**Response**"), and is incorporated herein for all purposes;

WHEREAS, County has determined that Company has submitted the lowest and best bid to meet County's requirements for the Service, as herein described.

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit "A"** Procurement Packet and **Exhibit "B"** Company's Response. Services shall be performed within Hidalgo County. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or 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. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in Exhibits “A” and “B”. If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. 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. **Term.** This Contract shall be for a period of XX (X) year(s), commencing on **Month 00, 202X** and expiring on **Month 00, 202X**, unless sooner terminated. The term of this agreement may be extended at the County’s sole discretion for XX (X) additional XX (X) year term(s) 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, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit “B”**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** 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, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of

County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Company or its affiliates provide the Services, except as otherwise set forth in this Agreement. Company agrees to not take any action that is detrimental to, or not in the best interest of the County.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **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, Company'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. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. **INDEMNIFICATION.** COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES 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. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: Company Name:
 Attn:
 Address
 City, State, Zip Code

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

13. **GENERAL PROVISIONS.**

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the

parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. 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.

- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** 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 Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **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.
- f. **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 the Texas Local Government Code.
- g. **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.

- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. 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 County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office 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 County.
 - ii. 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 County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **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.

- n. **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 Agreement.
- o. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*).** Pursuant to 2 CFR 200.327, 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.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON Month 00, 20.

Agenda Item No.

Executive Office: _____

VENDOR:

Company Name

COUNTY:

COUNTY OF HIDALGO, Texas

Name, Title

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

ADA NAME, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)

EXHIBIT “B”

COMPANY’S RESPONSE

COMPANY / FIRM RESPONSE

HIDALGO COUNTY
"Pest Control Services"
 BID NO.: 24-0041-04-10-05

LINE ITEM NO.	Hidalgo County Locations	PRICES
	Billed to: H.C. Facilities Management -- 3100 S. Bus. 281, Bldg. D - Edinburg, Texas 78539 POC Seferino Garza 956-463-6826 and/or Jose Castillo 956-342-1163	Reg. Pest Control Serve Fees
1	Annex Bldg. III. 100 E. Cano, Edinburg, TX.	\$90.00
2	Courthouse 100 N. Closner Blvd., Edinburg, TX.	\$290.00
3	Courthouse, Annex I 100 N. Closner Blvd., Edinburg, TX.	\$90.00
4	Election's Office 101 S. 10 th Ave, Edinburg, TX. 78539	\$90.00
5	County Morgue 3100 S. Hwy 281, Edinburg, TX.	\$85.00
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield, Mission, TX.	\$95.00
7	Emergency Management Warehouse 7515 N. US Hwy 281, Edinburg, Texas	\$115.00
8	Edinburg Health/WIC Clinics 3105 E. Richardson, Edinburg, TX.	\$95.00
9	Extension Service 410 N. 13 th Edinburg, TX.	\$85.00
10	Extension Service (old DPS) 410 N. 13 th , Edinburg, TX.	\$85.00
11	Health Department 1304 S. 25 th Street, Weslaco, TX.	\$75.00
12	McAllen License 300 E. Hackberry, McAllen, TX.	\$115.00
13	San Carlos Warehouse (POC- Facility Mgmt.) E. 107 & 6 Street, San Carlos, TX.	\$65.00
14	Vacant W. Old Hwy 83 & S. Breyfogle, Mission, TX.	\$65.00
15	McAllen Health Clinic 300 E. Hackberry, McAllen, TX.	\$75.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge, Weslaco, TX.	\$95.00
17	Pharr/WIC Clinic/Fire Marshals 1905 Fir Street, Pharr, TX.	\$85.00
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. (CRC), Elsa, TX.	\$75.00
19	WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light, Sullivan City, TX.	\$85.00
20	Mission License 722 Breyfogle, Mission, TX.	\$65.00

21	District Attorney Office 101 & 107 N. 10 th Ave. Edinburg, TX	\$75.00
22	Community Resource Center/WIC 6 th Street, San Carlos, TX.	\$55.00
23	Hidalgo Health/WIC Clinics 702 E. Tejano, Hidalgo, TX.	\$55.00
24	JP Office 1902 Joe Stephens, Weslaco, TX.	\$75.00
25	Delta Bldg. (Old Jail) -Storage Bldg. 3100 S. Hwy 281, -C, Edinburg, TX.	\$25.00
26	After Care Program (Bill Separately) 1711 N. Bridge, Weslaco, TX.	\$85.00
27	Boot Camp 1711 N. Bridge, Weslaco, TX.	\$215.00
28	Health /WIC Clinic 211 South Schuerbach, Mission, TX.	\$55.00
29	Rehab Center (Bill Separately) 1000 M. Rd., Edinburg, TX.	\$85.00
30	430 th District Court 111 South 9 th Street, Edinburg, TX.	\$55.00
31	Community Resource Center 509 E. Earling Rd., San Juan, TX.	\$65.00
32	Precinct No. 4 / Sheriff Substation 1124 N. M Rd., Edinburg, TX.	\$65.00
33	Horizon Building 224 N. 12 Ave., Edinburg, TX.	\$35.00
34	Bennet Building 216 N. 12 Ave., Edinburg, TX.	\$35.00
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B, Edinburg, TX.	\$95.00
36	Administration Building 2802 S. Bus. 281, Edinburg, TX.	\$165.00
37	JP'S & Constables offices 730 Breyfogle, Mission, TX.	\$65.00
38	Vacant 6 th St., San Carlos, TX.	\$45.00
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015, Progreso, TX.	\$65.00
40	Elections Bldg (Annex IV) 213 S. Closner, Edinburg, TX	\$65.00
41	Facilities Management Office 3100 S. 281, Bldg.-D,Edinburg, TX.	\$35.00
42	Juvenile Justice Center (approx. 140,000 sq. ft.) 1001 N. Doolittle ,Edinburg, TX.	\$275.00
43	HIDTA Task Force -Offices 3100 S. Closner Blvd., Edinburg, TX.	\$55.00
44	HIDTA Task Force -Storage 825 Sioux Rd. Alamo, TX	\$20.00
45	Facilities Management -Storage (4 Buildings) 3100 S. Bus. 281, Bldgs. D-G, Edinburg, TX.	\$55.00
46	County Clerks- Document Storage(f/n/a Robert's Chevrolet), 317 N. Closner Blvd., Edinburg, TX.	\$35.00
47	Health/WIC/Tax & Planning Offices 722 Breyfogle ,Mission, TX.	\$125.00
48	Multi-Purpose Facility (Alamo/CRC South Tower Bldg.) 1429 South Tower Rd., Alamo, TX. 78516	\$125.00
49	Election Warehouse 317 N. Closner Blvd., Edinburg, TX.	\$55.00

50	Pct. 2 Multi – Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct. 2 Admin.	\$165.00
51	Weslaco Tax Office Complex 1900 Joe Stephens, Weslaco, TX	\$65.00
52	Hidalgo Cty Substance Abuse & Primary Care Facilities (John Austin Pena) 3105 E. Schunior , Edinburg, TX.	\$75.00
53	Palmer Pavillion 301 E. Hackberry, McAllen, TX	\$65.00
54	Safety Building 9805 N. 10 th St., McAllen, TX	\$75.00
55	McColl Building 505 S. McColl Rd., Edinburg, TX	\$125.00
56	OEM Building B & C 123 W. Mahl, Edinburg, TX	\$65.00
57	Precint 4 Justice Center 1200 S. I-69C Edinburg, TX	\$25.00
58	Bio Safety Lab 1211 S. 28 th Ave. Edinburg, TX	\$55.00
59	Facilities Management Industrial Park 1920 SE Industrial Dr., Edinburg, TX	\$95.00
LINE ITEM NO.	HIDALGO COUNTY PRECINCT NO. 1 LOCATIONS	BILL TO ADDRESS: 1902 Joe Stephens -- Weslaco, TX. 78596 Contact: Erica Espinoza / Ester Cardoza-Wade 956-968-8733
		PRICES Reg. Pest Control Serve Fees
60	Precinct No 1 Office 1902 Joe Stephen, Weslaco, TX	\$65.00
61	Precinct No. 1 Parks Office- Delta Lake & Shop	\$55.00
62	Veteran Park Facilities Monte Alto, TX.	\$65.00
63	Collection Site North of Sunrise Hill Park , Weslaco, TX	\$35.00
64	Donna Collection Mile 11 & Mile 1 ½ West Mercedes, TX.	\$35.00
65	Hargill Collection 5 th & McKinley, Hargill, TX	\$35.00
66	Monte Alto Collection Mile 5 ½ West Rd. and Mile 21 N., Monte Alto, TX	\$35.00
67	Mercedes Collection Mile 1 East & Mile 5 N., Mercedes, TX	\$35.00
68	Portable Building C 13226 Mile 1 ½ W. Rd., Mercedes, TX	\$45.00
69	H.C. Pct 1 Sunset Park Operators Facility (9,234 sq.ft) 5230 Mile 11 N. Mercedes, TX	\$75.00

LINE ITEM NO.	HIDALGO COUNTY PRECINCT NO. 2 LOCATIONS	BILL TO ADDRESS: 300 W. Hall Acres, Ste. G -- Pharr, TX. 78577 Contact: Erika Zamora 956-787-1891
		PRICES
		Reg. Pest Control Serve Fees
70	County Wide Mechanic Shop 4011 S. Veterans Blvd., Bldg. B - Pharr, TX	\$65.00
71	Aquiles Jaime Garza Park Pharr – 5 Buildings 1601 W. Anaya Rd., Pharr, TX	\$85.00
72	McAllen Les Gilmore Kitchen 301 E. Hackberry #R, McAllen, TX	\$45.00
73	Lopezvill Park Rodriguez & Minnesota (RR), San Juan, TX	\$35.00
74	Office El Gato Collection Site El Gato Rd. East of Tower, Alamo, TX	\$35.00
75	H.C. Precinct 2 Operations Facility 4011 S. Veterans Blvd., San Juan, TX	\$85.00
76	Shed @ Alamo Park 1429 S. tower Rd., Alamo, TX	\$25.00
77	Shed @ San Juan Park 509 E. Earling Rd., San Juan, TX	\$25.00
78	Octagon Building @ San Juan Park (Master Gardner Office Sp) 509 E. Earling Rd., San Juan, TX	\$55.00
79	Restrooms @ San Juan Park 509 E. Earling Rd., San Juan, TX	\$25.00
80	Precinct 2 Indoor Sports Complex 3600 Athol St., Pharr, TX	\$85.00
81	Precinct 2 CRC Youth Facility 509 E. Earling Rd., San Juan, TX	\$85.00

LINE ITEM NO	HIDALGO COUNTY PRECINCT NO. 3 LOCATIONS	BILL TO ADDRESS: 724 N. Breyfogle Rd – Mission, TX. 78574 Contact: Norma Ceballos 956-585-4509
		PRICES
		Reg. Pest Control Serve Fees
82	Veteran Pavilion 1 Mile South Inspiration Rd., Mission, TX	\$75.00
83	Barbecue House 1 Mile South Inspiration Rd., Mission, TX	\$65.00
84	Los Ebanos Pavilion Los Ebanos, TX	\$75.00
85	Anzaldua's Park Office 6 Mile South Conway, Mission TX	\$65.00
86	Hidalgo County Precinct 3 Office 724 N. Breyfogle Rd., Mission, TX	\$75.00
87	Hidalgo County Precinct 3 Office 7 Mile Line Between Iowa & Texas Rd., Mission, TX	\$75.00
88	Motor Pool (Mechanic Shop) 7 Mile Line Between Iowa & Texas Rd., Mission, TX	\$65.00
89	H. C. Precinct 3 Multi-Purpose Building 734 N. Breyfogle Rd., Mission, TX	\$85.00
90	H.C. Precinct 3-Administration Motor Pool 8310 W. Mile 7 Rd., Mission, TX	\$65.00
100	H. C. Precinct 3 Motor Pool Mechanic Shop 8310 W. Mile 7 Rd., Mission, TX	\$65.00

LINE ITEM NO.	HIDALGO COUNTY PRECINCT NO. 4 LOCATIONS	BILL TO ADDRESS: 1051 N. Doolittle Rd – Edinburg, TX Contact: Leticia Saenz (or) Nick Perez 956-383-3112
		PRICES
		Reg. Pest Control Serve Fees
101	H.C. Precinct 4 Administration Offices 1051 N. Doolittle Rd., Edinburg, TX	\$65.00
102	H. C. Precinct 4 Mechanic Shop/Vehicle Svc. Area @ Drainage 1102 N. Doolittle Rd., Edinburg, TX	\$65.00
103	H. C. Precinct 4 Upcoming Mechanic Shop 1051 N. Doolittle Rd., Edinburg, TX	\$65.00
104	H.C. Precinct 4 Storage Facility 1051 N. Doolittle RD., Edinburg, TX	\$45.00
105	H. C. Precinct 4 "M" Road Recovery Center 1124 N. "M" Rd., Edinburg, TX	\$65.00
106	H.C. Precinct 4 Endowment Community Center 107 N. Sunflower Rd., Edinburg, TX	\$80.00
107	San Carlos Community Resource Center (CRC) 230 N. 86th Street, Edinburg, TX	\$65.00
108	Linn-San Mauel Fire Station 21661 TX-186, Edinburg, TX	\$75.00

Service call may include multiple Bee eradications at the same site & on the same day.

Vendor Comment: Additional Sites: \$78.00 Per Site

Rodent Bait Stations: \$38.00 per Station

Bee Eradication: \$225.00 (Hive @ 12' high or lower)

Subterranean Termites: \$3.25 per LnFt. (Min. 40')

- Additional sites: Vendor must submit a bid as **a fixed flat rate.**
- **Hidalgo County will not accept a per linear ft. cost for additional sites.**

EXHIBIT “C”

CERTIFICATE OF INSURANCE












C-24-0041-04-30 Mid Valley Pest Control LLC

Final Audit Report

2024-05-03

Created:	2024-05-01
By:	Pedro Cuadros (pedro.cuadros@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArB7R7kx7TdE1hwpTdgesNxDP3fJ1br3C

"C-24-0041-04-30 Mid Valley Pest Control LLC" History

-  Document created by Pedro Cuadros (pedro.cuadros@co.hidalgo.tx.us)
2024-05-01 - 1:41:43 PM GMT
-  Document emailed to Mid Valley Pest Control LLC (midvalleypestcontrol@gmail.com) for signature
2024-05-01 - 1:57:44 PM GMT
-  Email viewed by Mid Valley Pest Control LLC (midvalleypestcontrol@gmail.com)
2024-05-01 - 3:35:40 PM GMT
-  Document e-signed by Mid Valley Pest Control LLC (midvalleypestcontrol@gmail.com)
Signature Date: 2024-05-01 - 4:01:24 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2024-05-01 - 4:01:36 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2024-05-01 - 4:01:48 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2024-05-01 - 4:07:56 PM GMT - Time Source: server
-  Document emailed to michelle.lopez@da.co.hidalgo.tx.us for signature
2024-05-01 - 4:08:06 PM GMT
-  Email viewed by michelle.lopez@da.co.hidalgo.tx.us
2024-05-01 - 4:55:52 PM GMT
-  Signer michelle.lopez@da.co.hidalgo.tx.us entered name at signing as Michelle Lopez
2024-05-01 - 4:56:10 PM GMT
-  Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
Signature Date: 2024-05-01 - 4:56:12 PM GMT - Time Source: server



 Document emailed to countyjudge.contracts@co.hidalgo.tx.us for signature

2024-05-01 - 4:56:23 PM GMT

 Email viewed by countyjudge.contracts@co.hidalgo.tx.us

2024-05-02 - 7:07:17 PM GMT

 Signer countyjudge.contracts@co.hidalgo.tx.us entered name at signing as Richard F. Cortez

2024-05-02 - 7:09:01 PM GMT

 Document e-signed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)


Signature Date: 2024-05-02 - 7:09:03 PM GMT - Time Source: server

 Document emailed to daniela.garza@co.hidalgo.tx.us for approval

2024-05-02 - 7:09:15 PM GMT

 Email viewed by daniela.garza@co.hidalgo.tx.us

2024-05-02 - 7:46:35 PM GMT

 Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela E. Garza

2024-05-03 - 3:30:31 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)


Approval Date: 2024-05-03 - 3:30:33 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2024-05-03 - 3:30:45 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2024-05-03 - 3:31:04 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr

2024-05-03 - 3:33:45 PM GMT

 Document e-signed by Arturo Guajardo Jr (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2024-05-03 - 3:33:47 PM GMT - Time Source: server

 Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval

2024-05-03 - 3:33:58 PM GMT

 Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

2024-05-03 - 3:48:26 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

Approval Date: 2024-05-03 - 3:49:03 PM GMT - Time Source: server

 Agreement completed.

2024-05-03 - 3:49:03 PM GMT

