



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO BID**

**BID NUMBER: # 1600**

**BID TITLE: PEST CONTROL**

**DATE DUE: JUNE 19, 2018**

**DUE NO LATER THAN 11:00 A.M.**

Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date. All Bidders are welcome to attend Bid opening.

Bids received later than the date and time above will not be considered.

Please return bid ORIGINAL ONE (1) in sealed envelope. Be sure that return envelope shows the Bid Number, Description and is marked “SEALED BID”.

RETURN BID TO:

mailed or delivered to the office of Purchasing Dept., County Courthouse (Dancy Bldg.)  
1100 E. Monroe St, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520.

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

**You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

How did you find out about this Bid? \_\_\_\_\_ (ex: Newspaper, Web, Mail)

**Is Bidder’s principal place of Business within Cameron County? Yes - No**

**If yes what City:** \_\_\_\_\_

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

## CHECK LIST

Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Bidders**  
You should be familiar with all of the Instructions to Bidders.
- Special Requirements**  
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**  
This section contains the detailed description of the product/service sought by the County.

### **Attachments**

- Attachments A, B, C, D, E, F, G, H, I**  
Be sure to complete these forms and return with packet.

### **Other - Final Reminders To double check before submitting BID**

- Is your bid sealed with bid #, title, Bidder Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?  
[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in Bidding please let us know why e-mail to: [Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

## INSTRUCTIONS FOR SUBMITTING BIDS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at:

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Review this document in its entirety. Be sure your Bid is complete, and double check your Bid for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

**GOVERNING FORMS:** 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 document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW:** This invitation to bid 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 that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E, F, G, H, I and return all with your bid.

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

#### **For vendor or other person doing business with local governmental entity**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.** See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

**can be downloaded at the following web site:**

<http://www.co.cameron.tx.us/purchasing/Forms/conflictofinterest.pdf>

### **DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

**can be downloaded at the following web site:**

<http://www.co.cameron.tx.us/purchasing/Forms/DisclosureofInterest.pdf>

## **TEXAS ETHICS COMMISSION FORM 1295**

All Bids prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of Bid award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link:

[http://www.co.cameron.tx.us/administration/purchasing\\_department/index.php](http://www.co.cameron.tx.us/administration/purchasing_department/index.php)

**BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET.** In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received until 2:00 p.m. of the next business day, for opening at upcoming Commissioner's Court meeting.

**BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

**BIDDERS / PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION.** All responding bidders/ proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <http://www.co.cameron.tx.us/judge/agenda.htm>

**SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL.** All responding vendors will receive written notification regarding the outcome of the award.

**OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED.** All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

### PLEASE NOTE CAREFULLY

**THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. Each bid shall be placed in a separate envelope completely and properly identified with the name and number of the bid. Bids must be in the Purchasing Department BEFORE the hour and date specified.
2. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT**.
3. Bids **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

5. Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and County bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**
7. Written and verbal inquires pertaining to bids must give Bid Number and Company.
8. NO substitutions, changes or cancellations permitted without written approval of Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. Cameron County retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. The County also reserves the right to consider CO-OP Interlocal pricing.
10. Bid unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. . If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item whichever unit price confirms the line total will govern. If neither confirms then the alphabetic price will govern. If there is no line total requested then the alphabetic unit price shall govern. If combined / sum of line totals do not match the Bid total then the Bid total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base Bid Total / Total Bid amount, the alphabetic Base Bid Total / Total Bid will take precedence. Bids subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. **ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARET PRICE INCREASES (AS SO SPECIFIED WITHIN)** . When inserting number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc or percentage over vendor's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus ) but use only only one number for number of days or percentage. If a range is used the County will consider the higher number or worst case senario from the County's standpoint in making bid comparisons / tabulations.
11. This is a bid inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial bids will not be accepted unless awarded by complete category or line item. **To be awarded by Category.**
14. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the bidder to ask any and all questions the bidder feels to be pertinent to the bid. Cameron County shall not be required to attempt to anticipate such questions for bidders. Cameron County will endeavor to respond promptly to all questions asked.

**PURCHASE ORDER AND DELIVERY:** The successful offeror shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. **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 using 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 Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

**NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

**PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

**DELIVERY TERMS AND TRANSPORTATION CHARGES:** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.

An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different \_\_\_\_\_.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

**VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

**TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

**INSPECTION:** Upon receiving item(s), they will be inspected for compliance with the Bid Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**TESTING:** Cameron County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

**SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

**INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

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 pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good

and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron 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 Services.

Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 East Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

Bidder shall submit two (2) copies of an itemized invoice showing bid number and purchase order number to:

**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
1100 EAST MONROE STREET,  
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this bid award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

**PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

CAMERON COUNTY, TEXAS  
BID SPECIFICATIONS FOR  
**PEST CONTROL**  
**ANNUAL BIDS**

Cameron County is soliciting bids for **PEST CONTROL** for its Annual Bids **18/19** beginning **August 1, 2018** through **July 31, 2019**, or until a subsequent bid is awarded; with a mutually agreed option to renew once or twice for one (1) additional year with each renewal, with prices and all terms remaining constant and based upon Commissioners Court's final approval.

The cost of all treatments, calls, trip charge/mileage, should all be one price. Whenever conditions conducive to the breeding or harboring of pests covered by this contract are reported in writing by the successful bidder, Cameron County will, within practical limits, take necessary steps to correct such conditions. The County will award Category A based upon the total monthly price column in bid.

The vendor should maintain a permanent office operated by a full time person. Also, the vendor shall have at least three (3) other locations (references) under pest control agreement.

The County will pay, subject to the laws governing its finance, the vendor's bills within thirty (30) days of invoicing. The vendor should invoice the County only after it has performed the treatments. The bill should include the locations and dates of the work done. The County will have the option to include within the agreement those locations added during its fiscal year at an additional cost to Cameron County.

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Michael Forbes  
Purchasing Agent

**SITE VISIT**

**CONTACTS NAMES AND PHONE #'S**

	<b><u>PHONE #</u></b>
Bldg Maintenance – Jose “Pepe” Contreras	544-0823
Parks – Joe Vega & Paul Martinez	761-3700
Bridges - David Silva	574-8771
Public Works – Carlos Reyes & Lupita Guerra	247-3518
Restitution - Jose Rubalcava	546-4017
Jail & Detention - Fermin Leal & Carlos Hernandez	554-6701
Health & WIC - Pedro Hinojosa	247-3685
Juvenile - David Tumbilson & David Sanchez	361-4603



	CATEGORY A – CONTINUED:		CONTINUED:
06)	Bids will include the following:	06)	
a.	Cost per location and total for all locations	a.	
b.	Copy of Texas State License:	b.	
	1. Pest		1.
	2. Termites		2.
	3. Lawn and Ornamental		3.
c.	Certified Applicator PTL Business License	c.	
d.	<u>Insurance:</u> Contractor shall provide copy of insurance policy or certificate of coverage in accordance with the requirements of the Texas Structural Pest Control Act, Texas Civil Statutes, Article 135b-6, Sec. 593.3.	d.	_____ _____ _____
e.	<u>Workers' Compensation:</u> Provide and maintain Workers' Compensation Insurance as required and in compliance with the laws of the State of Texas.	e.	_____ _____
07)	All locations will be treated, unless Cameron County provides written exception for units not to be serviced. A County representative will always be present at the project site during the time service is being provided.	07)	_____ _____ _____
08)	Chemicals used will conform with all Federal, State, and local ordinances. Chemicals must include insect growth regulator.	08)	_____
09)	Vendor will apply chemicals in accordance with manufacturer's instructions.	09)	_____
10)	Vendor will provide a written guarantee of performance and quantity of chemicals used. Spray must not stain walls, baseboards, carpeting, or floors.	10)	_____ _____
11)	The successful bidder will meet requirements of the United States Environmental Protection Agency and the Texas Structural Pest Control Board in all aspects of service to include provision of notices at least 48 hours in advance of service and supervision by a licensed certified commercial applicator.	11)	_____ _____ _____ _____
12)	The successful bidder will provide a chemical list and material safety data sheets with bid prior to the beginning of service, and a copy of all MSDS' to Maintenance Director & Safety Officer. All material used in pest control treatments shall conform to the United States Public Health Service, Department of Agriculture, Texas House Bill #853, and other regulatory agencies. Rodenticides used will be handled in such a manner to alleviate the possibility of an accident to humans and domestic pets or food contamination and all materials used and application of same shall be approved and acceptable by local County and city health authorities.	12)	_____ _____ _____ _____ _____ _____ _____ _____
13)	Posting of pending date of application will be provided in advance. Special care will be exercised in the use of all materials to include liquid insecticide in and around carpeting, linoleum and/or wood floor surfaces, furnishings, and any other areas where damage results through misapplication of any materials. The successful vendor shall be responsible for replacement or repair due to such negligence.	13)	_____ _____ _____ _____
14)	All work, inspections, and treatment calls done with individuals present shall be performed in a safe manner with a minimum of inconvenience to building occupants. Most areas will require treatment after hours (5:00 P.M., Monday to Friday), holiday periods, or weekends.	14)	_____ _____ _____ _____
15)	Vendor must spray all jails and detention facilities using chemical which allows inmates to remain in the cell blocks during spraying treatments. (Due to safety of inmates and jail staff)		_____ _____ _____

**CATEGORY A**  
**ANNUAL PEST CONTROL – 18/19**

	<u>LOCATION</u>	<u>ADDRESS</u>	<u>SQUARE FEET</u>	<u>TIME TO FUMIGATE</u>	<u>PRICE PER SPRAYING PR/ MONTH</u>
01.	Hall of Justice Building	964 E. Harrison, Brownsville	150,290	After 5:00 P.M. and Weekends	\$ _____
02.	Old Court House – Dancy	1100 E. Monroe St., Brownsville	112,000	After 5:00 P.M. and Weekends	\$ _____
03.	Elections Administration	1124 E. Madison St, Brownsville	4,361	After 5:00 P.M. and Weekends	\$ _____
04.	Veterans Administration	1124 E. Madison St, Brownsville	1,487	After 5:00 P.M. and Weekends	\$ _____
05.	Detention Center – OLD	1145 E. Harrison, Brownsville	57,650	After 7:00 P.M. and Weekends after 7:00 P.M.	\$ _____
06.	Detention Center - NEW	1125 E. Harrison, Brownsville	50,000	After 7:00 P.M. and Weekends after 7:00 P.M.	\$ _____
07.	Constantino Zarate Building	1006 E. Monroe, Brownsville	13,439	Anytime	\$ _____
08.	County Wells Fargo Bldg.	835 E. Levee, Brownsville	40,902	After 5:00 P.M. and Weekends	\$ _____
09.	Precincts 1 and 2 Warehouse	3243 E. 14th St., Brownsville	5,700	After 5:00 P.M. and Weekends	\$ _____
10.	Welfare Building	35 Orange St., Brownsville	5,500	After 5:00 P.M.	\$ _____
11.	Restitution Center	532 S. Iowa St., Brownsville	10,629	After 5:00 P.M. and Weekends	\$ _____
12.	Mary Lucio Health Center	1204 S. Iowa, Brownsville	20,536	Weekdays 8:00 A.M. to 5 P.M.	\$ _____
13.	Veterans International Bridge and Toll Booths(floor & ceiling), Maint Bldg.	3310 S. Expressway 77, Brownsville	2,600	After 5:00 P.M. and Weekends	\$ _____
14.	Gateway Bridge and Toll Booths (floor & ceiling)	510 E. 14th, Brownsville	1,488	After 5:00 P.M. and Weekends	\$ _____
15.	Cameron Park Community Center	Cameron Park, Paredes Line Rd., Bro.	1,350	Weekdays - 8 A.M. to 5 P.M.	\$ _____
16.	Cameron Park WIC Bldg.	2102 Gregory Ave., Brownsville	1,960	Weekdays - 8 A.M. to 5 P.M.	\$ _____
17.	Cameron Park Law Enforcement	4350 Roberto Ave., Brownsville	1,331	Weekdays - 8 A.M. to 5 P.M.	\$ _____
18.	Social Service Bldg. at Browne Road Park	9901 California Rd., Brownsville	7,078	Weekdays - 8 A.M. to 5 P.M.	\$ _____

	<u>LOCATION</u>	<u>ADDRESS</u>	<u>SQUARE FEET</u>	<u>TIME TO FUMIGATE</u>	<u>PRICE PER SPRAYING PR/MONTH</u>
19.	Sheriff's Office	7300 Old Alice Rd, Olmito,	35,000	After 5:00 P.M. and Weekends	\$ _____
20.	Jail - NEW	7100 Old Alice Rd, Olmito,	93,000	After 5:00 P.M. and Weekends	\$ _____
20B	Magistrate Court	7100 Old Alice Rd, Olmito	6,000	After 5:00 P.M. and Weekends	\$ _____
21.	Records Warehouse	Old Alice Rd, Olmito,	24,400	Weekdays - 8 A.M. to 5 P.M.	\$ _____
22.	Los Fresnos Annex Building	745 West Ocean Blvd, Los Fresnos.	6,454	After 5:00 P.M.	\$ _____
23.	Port Isabel Clinic	142 Champion Road, Port Isabel	4,425	Friday 10 A.M. – 5 P.M .	\$ _____
24.	Port Isabel Annex	501 Hwy. 100, Port Isabel	3,500	Weekdays - 8 A.M. to 5 P.M.	\$ _____
25.	Isla Blanca Park Office	Isla Blanca Park, South Padre Island	1,293	Weekdays - 8 A.M. to 5 P.M.	\$ _____
26.	Isla Blanca Park Toll Collection Booth	Isla Blanca Park, SPI	124	Weekdays 8 A.M. to 5 P.M.	\$ _____
27.	Atwood Park – North Side	Isla Blanca Park, South Padre Island	2,300	Weekdays - 8 A.M. to 5 P.M.	\$ _____
28.	Andy Bowie Park Office	South Padre Island	700	Weekdays 8 A.M. to 5 P.M.	\$ _____
29.	Isla Blanca Park:	South Padre Island	900	Weekdays 8 A.M. to 5 P.M.	\$ _____
	a. Cabanas 1 thru 8	34321 & 34355 Channel View rd, SPI	2,931	Weekdays 8 A.M. to 5 P.M.	\$ _____
	b. Bingo Hall	53540 Dolphin Cove, SPI	734	Weekdays 8 A.M. to 5 P.M.	\$ _____
	c. Req Hall	53568 Dolphin Cove, SPI	884	Weekdays 8 A.M. to 5 P.M.	\$ _____
30.	Andy Bowie Park: Apartments 1 & 2	7300 N. Padre Blvd.,SPI	923	Weekdays 8 A.M. to 5 P.M.	\$ _____
31.	Jose De La Rosa Building	E. Hwy. 281, Santa Maria	4,480	After 5:00 P.M. and Weekends	\$ _____
32.	Santa Rosa Technology Center	116 Santa Vista Ave, Santa Rosa	5,982	Weekdays 8 A.M. to 5 P.M.	\$ _____
33.	Los Indios Main Building, Toll Booths(floor & ceiling), Guard Station	Los Indios	4,856	After 5:00 P.M. and Weekends	\$ _____
34	Los Indios Bridge Maint. Bldg.	Los Indios	600	Weekdays 8 A.M. to 5 P.M.	\$ _____

<u>LOCATION</u>	<u>ADDRESS</u>	<u>SQUARE FEET</u>	<u>TIME TO FUMIGATE</u>	<u>PRICE PER SPRAYING PR/MONTH</u>
35 Thomae Park Office	Rio Hondo	600	After 5:00 P.M. and Weekends	\$ _____
36 Darell Hester Juvenile Det. Ctr.	2310 W. Bus. Hwy. 77, San Benito	44,000	After 5:00 P.M. and Weekends after 5:00 P.M.	\$ _____
37 Boot Camp	Bus. Hwy 77, San Benito	22,000	After 5:00 P.M. and Weekends	\$ _____
38 Adult Probation Building	Bus Hwy 77, San Benito	27,000	After 5:00 P.M. and Weekends	\$ _____
39. Goolsby Building	650 E. Hwy. 77, San Benito	4,608	After 5:00 P.M. and Weekends	\$ _____
40. San Benito County Annex Bldg.	1390 West Expr. 83, San Benito	72,000	After 5:00 P.M. and Weekends	\$ _____
40B San Benito Animal Shelter(Old & New)	26957 FM 510, San Benito	4,400	Weekdays 8 A.M. to 5 P.M.	\$ _____
41A. Precinct 3 Warehouse area	F/M Rd. 510 and Bayview Rd., San Benito	6,844	After 5:00 P.M. and Weekends	\$ _____
41B. Precinct 3 - Vehicle Maint. Barn	F/M Rd. 510 and Bayview Rd., San Benito	8,450	After 5:00 P.M. and Weekends	\$ _____
41C. Precinct 3 - Office	F/M Rd. 510 and Bayview Rd., San Benito	500	After 5:00 P.M. and Weekends	\$ _____
41D. Precinct 3 - Bldg. Permits - Office	F/M Rd. 510 and Bayview Rd., San Benito	1,404	After 5:00 P.M. and Weekends	\$ _____
42. Adolph Thomae Park:	37844 Marshall Hutts Rd, Arroyo City	923	Weekdays 8 A.M. to 5 P.M.	\$ _____
43. Arroyo City Fire Station	2925 Arroyo City, Tx	1,200	Weekdays 8 A.M. to 5 P.M.	\$ _____
44. Rio Hondo County Annex	125 West Colorado, Rio Hondo	2,115	Friday 10 A.M. – 5 P.M..	\$ _____
45. County Airport Hangar (Old)	27617 Buena Vista Blvd., Bayview	28,000	Weekdays 8 A.M. to 5 P.M.	\$ _____
46 County Airport Termnial Bldg. (New) “	Buena Vista Blvd., Bayview	3,600	Weekdays 8 A.M. to 5 P.M.	\$ _____
47. County Airport T-Hangars Qty 8 & Storage Areas Qty 2 (New) combined sq ft total	27617 Buena Vista Blvd., Bayview	12,000	Weekdays 8 A.M. to 5 P.M.	\$ _____

<u>LOCATION</u>	<u>ADDRESS</u>	<u>SQUARE FEET</u>	<u>TIME TO FUMIGATE</u>	<u>PRICE PER SPRAYING PR MONTH</u>
48. Harlingen Annex Building	Wilson Rd., Harlingen	15,400	After 5:00 P.M. and Weekends	\$ _____
49. Precinct 4 Warehouse	102 N. "T" St., Harlingen	4,480	After 5:00 P.M. and Weekends	\$ _____
50. Harlingen Health Clinic	711 N. "L" St., Harlingen	8,588	Weekdays 8:00 A.M. to 5 P.M	\$ _____
51. County Building	La Feria	8,200	After 5:00 P.M. and Weekends	\$ _____
52. La Feria Learning Center	200 A Industrial Park Drive, La Feria (600 Main St)	1846	Weekday 9 a.m. to 4 P.M.	\$ _____
53. La Paloma WIC Clinic	35005 Leal Rd, San Benito	1144	Friday 10 A.M. – 1 P.M..	\$ _____
54. Animal Shelter	26965 FM 510, San Benito	1653	Weekdays 8:00 A.M. to 5 P.M	\$ _____
TOTAL PRICE PER MONTH FOR ALL LOCATIONS				\$ _____

Specify warranty period for work: \_\_\_\_\_ NOTE: Kitchen areas must be treated once per month; the balance to be treated on a **monthly** basis. Prices must include: All trips, all work for all treatments required, all "call backs", and emergency calls, recommendations for previous treatments.

Name of Bidder: \_\_\_\_\_ Signed by: \_\_\_\_\_  
(Please print or type) (Sign name in writing) (Title)  
Address: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_ Telephone: \_\_\_\_\_

**ANNUAL BID**  
**PEST CONTROL SERVICES**  
**MISCELLANEOUS LIST**

On all other miscellaneous RODENT FEEDER TRAPS items **not listed** Cameron County will receive the following pricing:

	<b>DESCRIPTION OF RODENT FEEDER TRAPS</b>	<b>PRICE</b>
1.		\$ _____
2.		\$ _____
3.		\$ _____
4.		\$ _____

Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(City/State/Zip)

Signature \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

**CATEGORY B**

**ANNUAL BID 18/19 – AFRICANIZED BEES CONTROL**

**Cameron County Department of Public Health and Human Services - Environmental Health Division, San Benito**

**MINIMUM SPECIFICATIONS:**

**BIDDER'S SPECIFICATIONS:**

(Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)

01)	The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of africanized bees as per calls referred to it by the Cameron County Department of Public Health and Human Services - Environmental Health Division, San Benito and referred in written form to Vendor. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received – Monday through Wednesday from 8:00 a.m. to 6:00 p.m.. and Thursday and Friday 8:00 am to 5:00 pm including after hours and all weekends and all holidays on an as-needed basis per Bid pricing. <b>Response time from call will be within 24 hours.</b>	01)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
02)	These services shall be provided <b>only in unincorporated areas</b> of Cameron County and not to any commercial establishments or buildings located on school property.	02)	<hr/> <hr/> <hr/> <hr/>
03)	Vendor shall not enter upon any property to provide services without first having obtained written consent of the property owner as contained in the written referral form from the Cameron County Department of Public Health and Human Services Environmental Health Program .	03)	<hr/> <hr/> <hr/> <hr/> <hr/>
04)	Vendor will indemnify and hold harmless Cameron County and the Cameron County Department of Public Health and Human Services, their officials, officers, agents and employees, harmless for any and all claims, lawsuits, legal expenses and other costs related to his performance (or non-performance).	04)	<hr/> <hr/> <hr/> <hr/> <hr/>
05)	Vendor shall provide all supplies needed for the performance of services at no additional expense to the County and must be included in the per call price as bid.	05)	<hr/> <hr/> <hr/> <hr/>
06)	It is understood that County will not authorize services on its behalf in situations where bees are in enclosed locations (surrounded, encompassed, underneath, or otherwise bound in a solid structure.)	06)	<hr/> <hr/> <hr/> <hr/>
07)	It is understood that services will only be authorized in unincorporated areas of the County.	07)	<hr/> <hr/> <hr/> <hr/>
08)	Billing will be submitted on a monthly basis.	08)	<hr/> <hr/> <hr/> <hr/>
09)	Fees quoted will include after hours, weekends, and holiday calls at the same rate. If more than one rate is submitted the County will use the highest rate in the calculation of total cost.	09)	<hr/> <hr/> <hr/> <hr/> <hr/>
10)	It is understood that after hours, weekends, and holiday calls will be referred by the Sheriff's Dept.	10)	<hr/> <hr/> <hr/> <hr/>
11)	<b>The vendor shall call in to the Cameron County Environmental Health Program office as an additional call if other issues requiring Vendor's work at site is requested and approval must be given by the Department prior to performing work services or charging the County. Emergency calls for bee related services is not included as part of this bid.</b>	11)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

12)	The vendor shall carry and provide a copy of Liability Insurance with limits of not less than \$200,000 per occurrence and \$300,000 aggregate coverage, and vendor shall give the County at least (30) days written notice of any material change in or cancellation or non-renewal of such policies, and further, shall provide Cameron County with either copies of these policies, or alternatively, a Certificate of Insurance, to confirm such coverage.	12)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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**CATEGORY B**

**ANNUAL BID 18/19 – ALL BEES CONTROL**

**Cameron County Facilities locations (external and not attached to County Buildings)**

MINIMUM SPECIFICATIONS:

BIDDER'S SPECIFICATIONS:

(Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)

01)	The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of all bees as per calls referred to it by the Cameron County Department and referred to Vendor. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received – Monday through Friday 8:00 am to 5:00 pm including after hours and all weekends and all holidays on an as-needed basis per Bid pricing. <b>Response time from call will be within 24 hours.</b>	01)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
02)	These services shall be provided only in locations per list on pgs.: 12,13,14,15 of this Bid and not to any commercial establishments or any other locaions.	02)	<hr/> <hr/> <hr/> <hr/>
04)	<b>Vendor will indemnify and hold harmless Cameron County and Cameron County, their officials, officers, agents and employees, harmless for any and all claims, lawsuits, legal expenses and other costs related to performance (or non-performance).</b>	04)	<hr/> <hr/> <hr/> <hr/>
05)	Vendor shall provide all supplies needed for the performance of services at no additional expense to the County and must be included in the per call price as bid.	05)	<hr/> <hr/> <hr/> <hr/>
06)	It is understood that County will not authorize services on its behalf in situations where bees are in enclosed locations (surrounded, encompassed, underneath, or otherwise bound in a solid structure.)	06)	<hr/> <hr/> <hr/> <hr/>
07)	Billing will be submitted on a monthly basis.	08)	<hr/> <hr/> <hr/> <hr/>
09)	Fees quoted will include after hours, weekends, and holiday calls at the same rate.	09)	<hr/> <hr/> <hr/> <hr/>
10)	It is understood that after hours, weekends, and holiday calls will be referred by the <b>Building Maintenance Dept.</b>	10)	<hr/> <hr/> <hr/> <hr/>
12)	The vendor shall carry and provide a copy of Liability Insurance with limits of not less than \$200,000 per occurrence and \$300,000 aggregate coverage, and vendor shall give the County at least (30) days written notice of any material change in or cancellation or non-renewal of such policies, and further, shall provide Cameron County with either copies of these policies, or alternatively, a Certificate of Insurance, to confirm such coverage.	12)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
13)	The vendor shall furnish all labor, materials, and supervision necessary for the eradication bees and to effectively control at following Cameron County locations: (see list pg 12 thru 15) Treatment will be done on an as-needed per County request. BEES: All bee treatment (ex: trees, brush, shrubs, lawn, land areas) surrounding County Buildings on County land Emergency calls for bee related services are not included as part of this bid.	13)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
14)	Additional services, due to re work complaints, must be performed 24 hrs at no cost to Cameron County. Vendor will take all "callback" complaints calls from Building Maintenance Manager <u>ONLY</u> - BUT NO ONE ELSE.	14)	<hr/> <hr/> <hr/> <hr/>

15)	The vendor shall provide a copy of the service report which will be signed by a County representative in charge of the facility or by a designated employee of the County. The service report will include the following:	15)	_____
a.	Name and address of vendor	a.	_____
b.	Date of service	b.	_____
c.	Name and address of department and location	c.	_____
d.	Name of person doing service	d.	_____
e.	Arrival time and departure time of person performing service	e.	_____
f.	Specific service performed, i.e., sprayed, fogged, placed bait, etc.	f.	_____
g.	Insecticides, pesticides, or other materials used during service	g.	_____
h.	Any evidence of bee infestation and the location and extent thereof.	h.	_____
16)	Bids will include the following:	16)	_____
b.	Copy of Texas State License:	b.	_____
	1. Bees		1.
	2. Lawn and Ornamental		2.
c.	Certified Applicator PTL Business License	c.	_____
d.	<u>Insurance</u> : Contractor shall provide copy of insurance policy or certificate of coverage in accordance with the requirements of the Texas Structural Pest Control Act, Texas Civil Statutes, Article 135b-6, Sec. 593.3.	d.	_____
e.	<u>Workers' Compensation</u> : Provide and maintain Workers' Compensation Insurance as required and in compliance with the laws of the State of Texas.	e.	_____
17)	Requested locations will be treated at the time that bees are discovered, unless Cameron County provides written exception for units not to be serviced. A County representative will always be present at the project site during the time service is being provided.	17)	_____
18)	Chemicals used will conform with all Federal, State, and local ordinances. Chemicals must include insect growth regulator.	18)	_____
19)	Vendor will apply chemicals in accordance with manufacturer's instructions.	19)	_____
20)	Vendor will provide a written guarantee of performance and quantity of chemicals used.	20)	_____
21)	The successful bidder will meet requirements of the United States Environmental Protection Agency and the Texas Structural Pest Control Board in all aspects of service to include provision of supervision by a licensed certified commercial applicator.	21)	_____
22)	The successful bidder will provide a chemical list and material safety data sheets with bid prior to the beginning of service, and a copy of all MSDS' to Maintenance Director & Safety Officer. All material used in pest control treatments shall conform to the United States Public Health Service, Department of Agriculture, Texas House Bill #853, and other regulatory agencies. Rodenticides used will be handled in such a manner to alleviate the possibility of an accident to humans and domestic pets or food contamination and all materials used and application of same shall be approved and acceptable by local County and City health authorities.	22)	_____
23)	All work, inspections, and treatment calls done with individuals present shall be performed in a safe manner with a minimum of inconvenience to building occupants. Most areas will require treatment Monday to Friday, after hours, holiday periods, and weekends.	23)	_____

**CATEGORY B**  
**AFRICANIZED BEES CONTROL – (Environmental Health)**  
**ALL BEES – (Cameron County Facilities)**

**PRICE PAGE**

**Cameron County Department of Public Health and Human Services - Environmental Health Division, San Benito and Cameron County Facilities locations (external and not attached to County Building).**

DESCRIPTION	APPROX. QUANTITY PR/ MONTH	PRICE PER EACH CALL	TOTAL PRICE
1. Fees for extermination/ handling of “live bees” for the County, each call being a “real call” and placed and confirmed by: a) Cameron County Department of Health and Human Services for County Residential services. b) Cameron County Department (other) for treatment of exterior areas surrounding the County Building ie: on County property. Including after hours, nights, weekends, holidays.	15	\$ _____ . _____	\$ _____ . _____
2. Fees for calls that do not require extermination / handling of “live bees” for the County each call being a “false call”.	10	\$ _____ . _____	\$ _____ . _____
<b>TOTAL PRICE PER/MONTH</b>		\$ _____ . _____	\$ _____ . _____

Name of Bidder: \_\_\_\_\_ Signed by: \_\_\_\_\_  
(Sign name in writing)

(Title) \_\_\_\_\_  
(Please print or type)

Address: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CATEGORY C**

**ANNUAL BID 18/19 – BIRD- PIGEON CONTROL**

**MINIMUM SPECIFICATIONS:**

**BIDDER'S SPECIFICATIONS:**

(Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)

01)	The vendor shall furnish all labor, materials, equipment, and supervision necessary for the disbursement of birds – pigeons as per calls referred to it by the Cameron County Maintenance Dept and referred in written form to Vendor with P.O.. . It is specifically understood and agreed that all services provided under this agreement must be based upon calls received – Monday through Friday from 8:00 a.m. to 5:00 p.m..	01)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
02)	These services shall be provided only to Cameron County Buildings as requested.	02)	<hr/> <hr/>
03)	Vendor will indemnify and hold harmless Cameron County and the County Public Health Dept., their officials, officers, agents and employees, harmless for any and all claims, lawsuits, legal expenses and other costs related to his performance (or non-performance).	03)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
04)	Vendor shall provide all supplies, installation and removal labor and perpetual monitoring charges needed for the performance of services at no additional expense to the County and must be included in the per call price as bid.	04)	<hr/> <hr/> <hr/>
05)	The vendor shall carry and provide a copy of Liability Insurance with limits of not less than \$200,000 per occurrence and \$300,000 aggregate coverage, and vendor shall give the County at least (30) days written notice of any material change in or cancellation or non-renewal of such policies, and further, shall provide Cameron County with either copies of these policies, or alternatively, a Certificate of Insurance, to confirm such coverage.	05)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

**CATEGORY C**  
**BIRDS – PIGEONS**  
**(ALL or NONE)**

**PRICE PAGE**

DESCRIPTION	ESTIMATED QTY. PR/ YR	PRICE PER U/M	TOTAL PRICE
1. <b>Baiting</b> – Corn Poison w/ pan (Avicide or equivalent) 1: 9 Ratio	12 lbs.	\$ . Pr / lb.	\$ .
2. <b>Spikes</b> – Stainless Steel (Nixolite or equivalent) 4 “ wide X 3 “ tall	100 linear feet	\$ . pr / linear ft.	\$ .
3. <b>Track System</b> – Bird Shock plastic lining w/ Solar powered shock (1 per 500 ft.) (Voltrac-or equivalent)	600 linear feet	Price w/ 1 ea. Solar device \$ . pr / linear ft.	Total Price w/ 2 ea Solar devices \$ .
4. <b>Netting</b> – Bird net	200 square ft.	\$ . pr / sq. ft.	\$ .
<b>TOTAL PRICE PER/ YEAR – Turn-key including Materials, all Labor and Equipment excluding lift</b>			\$ .

Name of Bidder: \_\_\_\_\_ Signed by: \_\_\_\_\_

(Sign name in writing)

(Title) \_\_\_\_\_  
(Please print or type)

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Bid Title** \_\_\_\_\_

**Bidders Name** \_\_\_\_\_

**Attachment A**

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid.

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR BID***

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if Bid is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing Bid submitted by \_\_\_\_\_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. I further affirm that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

Name and Address of Bidder :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature

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

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR BID***

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Bidder ” refers to a person who is not a resident.

“Resident Bidder ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident  
(Company Name)  
Bidder of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)  
Bidder as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR BID***

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-BID CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.

FROM BID OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS SHALL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS BID.

- 01. Has any individual with the firm submitting this Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid, other than questions to the Assistant County Auditor/Purchasing Officer?

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- 02. Has any individual with the firm submitting this Bid made any contact with any other Bidder concerning this Invitation to Bid?

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\_\_\_\_\_  
Signature of person submitting this Bid

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR BID***

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s : Real Estate Personal Property

01. Is the person or the firm responding to this Bid current with all local and State taxes?

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

**Certification Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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 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, theory, 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 had one or more public transactions terminated for cause or because of default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

***THIS FORM MUST BE RETURNED WITH YOUR BID***

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.

OFFICE USE ONLY

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).

Date Received

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.

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

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

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

3.. [ ] Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

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

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the 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 named in this section AND the taxable income is not received from the local governmental entity?

[ ]Yes [ ]No

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

[ ]Yes [ ]No

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

4. [ ]

Signature of vendor doing business with the governmental entity

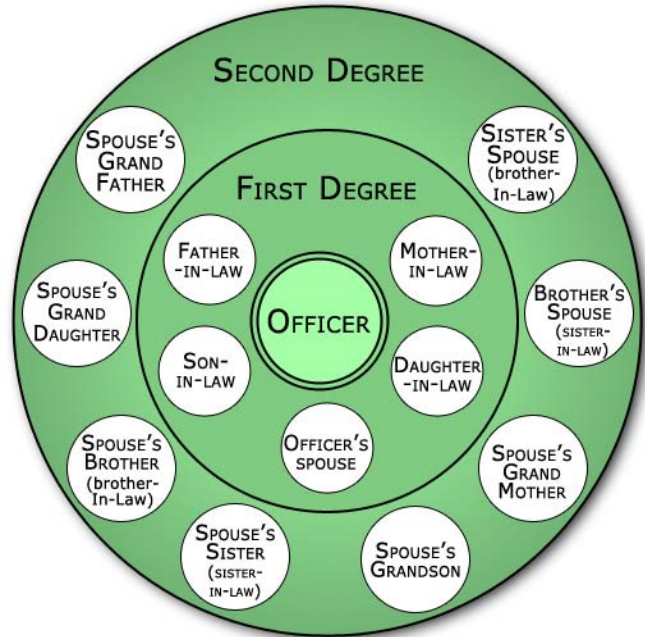
Date

## NEPOTISM CHART

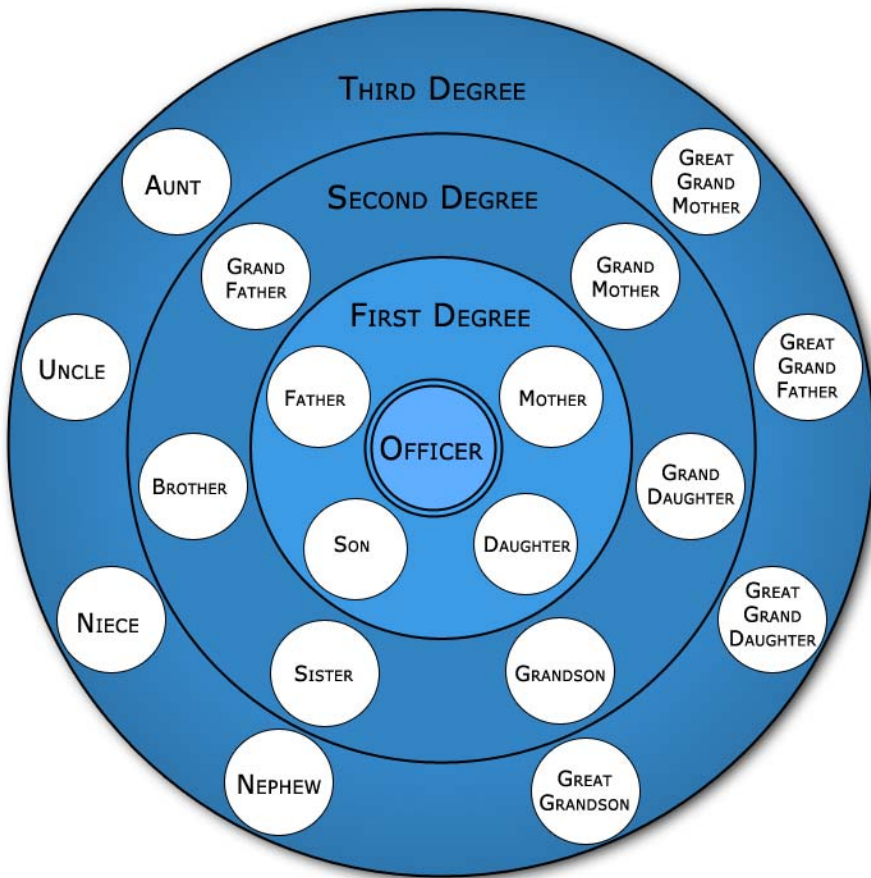
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

### AFFINITY KINSHIP Relationship by Marriage



### CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID**  
**IF DISCLOSING: BIDDER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FIRM is: 1. Corporation ( )      2. Partnership ( )      3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having any substantial Interest in Business Entity Local Govt. Code 171.002

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_



## **GENERAL TERMS & CONDITIONS ( Requests for Bids (RFB))**

**ADDENDA:** If RFB specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential bidders. Bidders must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the package containing the Bidder's submittal.

**ADVERTISING:** Unless otherwise required by law, bidders responding to County RFBs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFB.

**AWARD:** Cameron County may hold RFB responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFBs. Cameron County reserves the right to award a contract, if any, based on the bidder's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFB) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one bidder. Commissioners Court reserves the right to determine the method and procedures for the final award of the bid at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFB explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFB, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or the (2) Bidder becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Bidder and the County.

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Bidder must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor, if possible. If Bidder fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to encourage fair employment practices, the Bidder agrees as follows: 1.) Bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Bidder will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Bidder to comply with

these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in a whole or in part as a result thereof..

**DISQUALIFICATION OF BIDDER:** Upon submitting a response to this RFB, Bidder certifies that the Bidder 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, and has not communicated directly or indirectly its RFB considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Bidders. If multiples are submitted by a Bidder and, after all responses to the RFBs are opened one or more of the responses are withdrawn the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price, and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in the RFB response may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Bidders and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFB requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFB). The Cameron County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to that Bidder's response.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Bidders responding to this RFB and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFB award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFBs, Bidders are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Bidder protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Bidder has received notification from the County Purchasing Department of its decision.

Grounds for protest:

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFB, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Bidders shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Bidders shall, at a minimum, provide:

1. Information about the protesting Bidder; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.

3. Specific and complete statement of the County's action(s) being protested.
4. Specific reference to the grounds for the protest.
4. Description of the relief or corrective action requested.
- 5.. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Bidder's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Bidder protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
  - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Bidder.
  - b) A written decision will be delivered to the Bidder within five business days after receipt of the protest, unless more time is needed. The protesting Bidder shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or
3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all RFBs, and/or b) reissue the Bidder solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Bidder from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Bidder.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFB is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFB response. The County may, by written notice to the Bidder, cancel this contract without liability to Bidder if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent, or representative of the Bidder, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County

pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Bidder in providing such gratuities. Consistent and continued RFB responses that end in a tie could cause rejection of any RFB response by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Bidder for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Bidder is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your —RFB response. This information will assist Cameron County in the percentage tracking of HUB utilization.

**LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE:** (consideration of location) This local preference consideration is allowable for Equipment and Supplies but not allowed for Services and/or Construction related requests. The County Commissioner's Court may award to the lowest Bidder or the Bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% of the lowest price. In order to provide the County Commissioners Court adequate information in considering this option, the Bidder should submit with each bid response the following information for Commissioners Court's review with all information requested complete with detailed, current and quantifiable numeric data:

1. Where is your principal place of business (Business Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions:

a.) Why and how Bidder believes that the local Bidder offers the County additional economic development opportunities for Cameron County created by the contract award?

b.) How will award to local Bidder benefit the employment of residents of Cameron County?

c.) How many employees does Bidder employ within Cameron County and how many employees are affected financially by award/purchase?

d.) How will award to local Bidder increased tax revenues to Cameron County?

This information should be provided and updated with each bid response submitted to the County. If Bidder is local and within 3% of the lowest bid price, this information will be submitted to Commissioner's Court along with tabulation sheet. There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of RFBs relative to the 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

**INSURANCE:** The Bidder shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Bidder and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve the Bidder of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFBs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron 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.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Bidder must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation will be cause to reject any bid applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFBs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Bidders may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Bidders. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Bidder and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** Cameron 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. County will be the sole judge in determining product preference application.

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

**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 practices are 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. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFB. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Bidders are responsible for including all pertinent product data in the returned RFB package. Literature, brochures, data sheets, specification information, completed forms requested as part of the — RFB package 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 Bidder wishes to include as a condition of an RFB response, must also be in the returned in the RFB response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Bidder's entire RFB.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFB package and/or on the Purchase Order as a "Deliver To:" with the address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Bidder's response to the RFB which Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Bidder breaches this warranty, the prices of the items shall be reduced to the Bidder's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Bidder for breach or Bidder's actual expense.

(b) The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFB.

Bidders may not limit or exclude any implied warranties.

Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

**WARRANTY ITEMS/PRODUCTS:** Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

Bidder shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFB invitation and to the sample(s) furnished by Bidder, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Bidder at no expense to the County.

**SAFETY WARRANTY:** As noted above, Bidder warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Bidder's expense. In the event Bidder fails to make the appropriate correction within a reasonable time, correction made by County will be at Bidder's expense. Have you attached the required warranty information to the RFB (if applicable)? "Yes" or "No"

#### **APPLICABLE LAW**

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Bidder without the written permission of the County. Any attempted assignment or delegation by Bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Bidder. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFB have been delivered and accepted and all contract requirements have been satisfied

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFB or any provision herein described will not be construed as to relieve the Bidder of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFB and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Bidder, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this RFB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this RFB. Certification of such coverage must be provided to the County upon request.

**INFRINGEMENTS:** There will be no warranty by County against infringements. As part of this contract for sales, Bidder agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Bidder for indemnification in the event Bidder gets sued on the grounds of infringement or the like. If Bidder is of the opinion that an infringement or the like will result, Bidder shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Bidder will hold County harmless. If Bidder in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Bidder the reasonable cost of Bidder's search as to infringement. The Bidder agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFB to a successful bidder, this writing is intended by the parties as a final expression of the terms of this RFB and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFB and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control, if applicable.

**LATE RESPONSES:** RFB responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Bidder must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Bidder and County agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFB process and any resulting contract, whenever a Bidder or the County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFB and any resulting contract.

**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.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**BIDDER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFB and any resulting contract. The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

**OTHER TERMS:** The Bidder shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.