

**FY2018 ANNUAL BID CONTRACT BETWEEN
WEBB COUNTY AND ASASH TERMITE & PEST CONTROL**

WHEREAS at a Webb County Commissioner's Court Meeting held on the 10th day of October, 2017, the Court approved and awarded Bid No. 2018-07, entitled Annual Contract for Pest Control Services, to Asash Termite & Pest Control.

NOW, THEREFORE, IT IS AGREED by, and between the parties hereto the County of Webb, acting by and through its Commissioner's Court, hereinafter referred to as "County" and Asash Termite & Pest Control, hereinafter collectively referred to as "Independent Contractor" shall provide "County" with the scope of services as more particularly described and attached herein as Exhibit A "Bid Tabulation".

Effective Date and Termination Date of annual contract:

The effective date of this Agreement is October 10, 2017, and shall terminate effective September 30, 2018; with no options to extend.

1. Independent Contractor

It is hereby covenanted and agreed by the parties that the services to be provided to "County" by the Independent Contractor and/or Professional shall incorporate the scope of work and requirements as set forth under Bid No. 2018-07, entitled Annual Contract for Pest Control Services attached hereto as Exhibit "A" Bid Tabulation", and incorporated by reference for all intents and purposes. Independent Contractor/Professional shall perform the services listed under Exhibit A "Bid Tabulation" (Attached).

2. Price Matching

If the Purchasing Agent is able to identify a significantly lower price of any product/service provided by independent contractor and determines that it's in the best interest of Webb County; the Purchasing Agent shall first notify the independent contractor either in writing or via email and provide Independent Contractor with the opportunity to match the lower price of any product / service that County is seeking. In the event that the independent contractor is not able to match the lower price Independent Contractor shall notify the Purchasing Agent either in writing or via email no later than next working day. Once notification is received within the required timeline specified in this section the Purchasing Agent is authorized to go outside of the annual contract to obtain the product/services in accordance with the Webb County Purchasing manual rules and regulations.

3. Compensation

The County of Webb shall pay the Independent Contractor for goods/services provided which have been authorized by an Official Purchase Order signed by the Webb County Purchasing Agent. The County Auditor will only authorize payment for the goods/services described on the Official Purchase Order unless otherwise permitted by law or the Webb County Purchasing Policy. Further, compensation for unauthorized change orders will not be paid by Webb County. Only change orders authorized by the Purchasing Agent through an Official Purchase Order will be paid once all goods are received and/or services completed. No other County Official, employee, officer or Elected Official is authorized to approve purchases and/or changes to purchase orders unless approved by the Webb County Purchasing Agent.

4. Billing Address

All invoices must be submitted to the Webb County Business Office in electronic format and/or delivered to the following address:

Webb County
1110 Washington Street, Ste. 203
Laredo, Texas 78040
Attn: Business Office

Or email to: apinvoices@webbcountytx.gov

ALL invoices must reference Purchase Order #

5. Independent Contractor

In the performance of work, duties, and obligations required of the Independent Contractor whether one or more, under this Agreement, it is mutually understood, and agreed, that Independent Contractor is, at all times, acting and performing as an independent Contractor. Webb County's sole interest is to assure that the Independent Contractor services be performed and rendered in a competent, efficient, and satisfactory manner. The Independent Contractor hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

6. Ethical Standards

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.

7. No Conflicts

Independent contractor represents and warrants that contractor has no actual or potential conflicts of interest in providing services to County under this contract and the contractor's provision of services under this contract would not reasonably create an appearance of impropriety.

8. Additional Services and Expenses

Any and all additional services, parts, costs, fees or expenses, not included in this agreement, shall require both a written request by the Independent Contractor to the County and prior formal approval by a quorum of the Webb County Commissioner's Court at either a regular, special and/or emergency called meeting of the "County". The County shall not be responsible for and/or shall not compensate the Independent Contractor for these costs without both a written request and prior approval by the County.

9. Terms and Conditions

The Independent Contractor certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Independent Contractor shall advise the County, in writing, of any change in status of the Independent Contractor which may materially affect the ability of Independent Contractor to legally, or professionally, carry out the duties herein.

10. Access to Criminal History Record and Termination of Contract or Disqualification of Bid for Cause

Please be advised that Webb County is entitled to obtain the criminal history information of any person and/or business owner who contracts with the County in accordance with Section 411.1295 of the Texas Government Code. In the event that any criminal history of a person or business owner who contracts with Webb County is discovered, then in that event, Webb County at its sole discretion reserves the exclusive right and shall be entitled to immediate termination of the contract and/or immediate disqualification of bid submittal in the event that such criminal history is discovered, by providing notice to the person and/or business owner of such termination and/or disqualification of bid submittal in accordance with the Notice provisions set forth in Section 13 herein-below.

11. Termination for Convenience

Termination for convenience, also known as a no-fault termination, allows the County to terminate any contract, in whole or in part, at any time in its sole discretion, if it is determined that the termination is in the best interest of the County. As notified by the Purchasing Agent through a 15 day written notice / via email of such intent to terminate contract for convenience.

Purchasing provides the Independent Contractor a written notice specifying the extent of termination and the effective date, providing as much notice as possible. The Independent Contractor is generally paid for allowable costs incurred up to the effective date of termination. The County is not liable for payment to the Independent Contractor related to the terminated portion of the work or any work performed or costs incurred after the effective date of the termination.

12. Termination for Default

A contract may be terminated for default when (a) the County concludes that the Independent Contractor fails to perform, make progress, or in any way breaches the contract and continues to do so after receiving written notice/email notice of such default/issues and fails to cure such default/issues within 10 working days (b) Termination for default should be used as the last resort. The County should do everything practicable to assist the Independent Contractor in curing a default. Factors to consider before making a decision to terminate for default include: (1) The provisions of the contract and applicable regulations, (2) The

specific contractual failure(s) and the explanation provided for the failures, (3) The urgency of the need for the contracted supplies or services, (4) Actions the County may have taken that aggravated the problems, (4) The availability of the supplies or services from other sources and the time required to obtain them, and (5) Availability of funds or resources to re-purchase if the costs cannot be recovered from the defaulting Independent Contractor.

13. Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Any notices required to be sent hereunder shall be sent as follows:

TO: Independent Contractor Asash Termite & Pest Control c/o Henry B. Fernandez 1102 Clark Blvd. Laredo, Texas 78040 (956) 724-8125 E-Mail: asash@bizlaredo.rr.com	TO: Webb County Jose Angel Lopez III, CTPM Webb County Purchasing Agent 1110 Washington Street, Ste. 101 Laredo, Texas 78040 (956) 534-4125 E-Mail: joel@webbcountytx.gov
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14. Severability

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

15. Prohibitions against Assignment.

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

16. Hold Harmless

The independent contractor shall indemnify and hold Webb County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from independent contractor's performance. Independent contractor shall procure and maintain, with respect to the subject matter of this ITB, 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 ITB. Certification of such coverage must be provided to the County upon request.

17. Venue/Laws of Texas

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

18. Entire Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

19. Amendment

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner's Court.

20. Confidentiality

Any confidential information provided to, or developed by, Independent Contractor in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY. All work products, whether in draft or final form is the sole property of Webb County and may not be used by INDEPENDENT CONTRACTOR for any purpose without written consent of COUNTY.

21. Headings

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

22. Counterparts

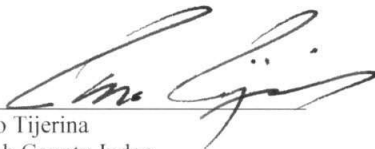
This Agreement may be executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

23. Terminology and Definitions


All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

EXECUTED in duplicate originals this 30th day of January, 2018.


WEBB COUNTY, TEXAS


Tano Tijerina
Webb County Judge

H. B. Fernandez JK.
Independent Contractor Name


Signature of Contractor - Authorized Representative

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Alexandra Colessides-Solis
Webb County Civil Legal Division Director*

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Presented for Approval at the Webb County
Commissioner's Court meeting held on the 10th
day of October, 2017, Item No. 14b



Webb County Purchasing Department

Bid 2018-07
Annual Contract for Pest Control Services

Contract Term: October 10, 2017 to September 30, 2018

Asash Termite & Pest Control
c/o Henry B. Fernandez
1102 Clark Blvd.
Laredo, TX 78040
(956) 724-8125
asah@bizlaredo.rr.com

Pest Control Services
Item I - Price Schedule Form A

	Monthly Treatment	Qtrly Treatment	Rats/Mice (Upon Request)	Fogging (Upon Request)
Community Centers				
Bruni Community Center - 303 12th Street Bruni, TX 78344	\$ 40.00	\$ 65.00	Included	Included
Carlos Aguilar Activity Center - 3518 Cecilia Lane	\$ 40.00	\$ 65.00	Included	Included
El Cenizo Community Center (Boys & Girls Club) - 3519 Cecilia Lane	\$ 40.00	\$ 65.00	Included	Included
Ernest J. Salinas Community Center - Mirando City, TX- 917 North Main	\$ 40.00	\$ 65.00	Included	Included
Fred & Anita Community Center - 452 Rancho Penitas Rd	\$ 40.00	\$ 65.00	Included	Included
La Presa Community Center - 1983 Mangana Hein Rd.	\$ 40.00	\$ 65.00	Included	Included
Ladrillito Activity Center - 2018 San Ignacio	\$ 40.00	\$ 65.00	Included	Included
Larga Vista Community Center - 5401 Cisneros	\$ 40.00	\$ 65.00	Included	Included
Lilia Perez Community Center - 4418 Old Santa Maria	\$ 40.00	\$ 65.00	Included	Included
Rio Bravo Activity Center- 1600 Orquidia Lane	\$ 40.00	\$ 65.00	Included	Included
Rio Bravo Community Center- 1607 Orquidia Lane	\$ 40.00	\$ 65.00	Included	Included
Santa Teresita Community Center - 15014 HWY 59 (inside & outside)	\$ 40.00	\$ 65.00	Included	Included
Totals for Community Centers	\$ 480.00	\$ 780.00		
Constable Offices				
Constable Pct. 2 - 901 S. Milmo	\$ 25.00	\$ 50.00	Included	Included
Constables Pct. 4 - 610 Del Mar Blvd	\$ 25.00	\$ 50.00	Included	Included
Total for Constable Offices	\$ 50.00	\$ 100.00		
DownTown Offices				
Administration Building- 1110 Washington St.	\$ 95.00	\$ 200.00	Included	Included
Justice Center (garage included)- 1110 Victoria St.	\$ 44.00	\$ 69.00	Included	Included
Main Court House - 1000 Houston St.	\$ 95.00	\$ 295.00	Included	Included
Old Tex-Mex Bulding- 1200 Washington	\$ 45.00	\$ 69.00	Included	Included
Sheriff Department Administration- 902 Victoria St.	\$ 31.00	\$ 63.00	Included	Included
Law Enforcement Center -1000 Washington	\$ 45.00	\$ 40.00	Included	Included
Villa Antigua Museum-810 Zaragoza	\$ 30.00	\$ 40.00	Included	Included
Webb County Title Building- 1620 Santa Ursula	\$ 30.00	\$ 35.00	Included	Included
Webb County Sheriff Task Force- 919 Washington	\$ 30.00	\$ 50.00	Included	Included
Meals on Wheels- 1302 Convent	\$ 32.50	\$ 50.00	Included	Included
Total for Downtown Offices	\$ 477.50	\$ 911.00		
Head Starts				
Head Start Bus Driver Office- 1700 N. Sandman	\$ 30.00	\$ 65.00	Included	Included
Head Start Center Larga Vista – 4511 Cisneros Dr.	\$ 30.00	\$ 65.00	Included	Included
Head Start- Coordinator’s Annex 2802 McDonell Ave.	\$ 30.00	\$ 65.00	Included	Included
Head Start- El Cenizo 3549 Cecilia Lane	\$ 30.00	\$ 65.00	Included	Included

<i>Pest Control Services Item I - Price Schedule Form A</i>	Monthly Treatment	Qtrly Treatment	Rats/Mice (Upon Request)	Fogging (Upon Request)
Head Start Finely- 125 Atlanta Dr.	\$ 30.00	\$ 65.00	Included	Included
Head Start- Jorge De La Garza 2404 Galveston	\$ 30.00	\$ 65.00	Included	Included
Head Start- Little Folk's 1233 Paseo De Danubio	\$ 30.00	\$ 65.00	Included	Included
Head Start Little Palominos- West End Washington St.	\$ 30.00	\$ 65.00	Included	Included
Head Start- Los Presidentes 3519 Pine St.	\$ 30.00	\$ 65.00	Included	Included
Head Start- Magic Corner Mod I & II 2801 Ireland	\$ 30.00	\$ 65.00	Included	Included
Head Start Main Office- 5904 West Drive Suite 7	\$ 30.00	\$ 65.00	Included	Included
Head Start- Roosevelt 3301 Sierra Vista Dr.	\$ 30.00	\$ 65.00	Included	Included
Head Start- Russell Terrance, 711 Elm	\$ 30.00	\$ 65.00	Included	Included
Head Start- Sierra Vista Center 102 Sierra Vista	\$ 30.00	\$ 65.00	Included	Included
Head Start- Springfield Acres, 6500 Springfield	\$ 30.00	\$ 65.00	Included	Included
Head Start- Tatangelo I, II, III & IV, 2400 S. Jarvis	\$ 30.00	\$ 65.00	Included	Included
Head Start- Villa Alegre Mod. I, II, & III 3501 Eagle Pass	\$ 30.00	\$ 65.00	Included	Included
Head Start, Floyd I, Floyd Kitchen, Floyd II, Floyd Mod. I & III- 4704 Naranjo	\$ 30.00	\$ 65.00	Included	Included
Head Start-Guadalupe 401 Gonzalez	\$ 30.00	\$ 65.00	Included	Included
Head Start-Jesus Garcia-Cntr. I. & Cntr. II-2518 Cedar	\$ 30.00	\$ 65.00	Included	Included
Head Start-Prada Center 4906 S. Hwy 83	\$ 30.00	\$ 65.00	Included	Included
Total for Headstarts	\$ 630.00	\$ 1,365.00		
<i>Justice of the Peace Offices</i>				
Justice of the Peace Pct.2 Place 1 & Place 2- 901 S. Milmo	\$ 43.00	\$ 43.00	Included	Included
Justice of the Peace Pct. 3/Sherriff Sub Station/Constable Munoz- 23299 State HWY 35	\$ 40.00	\$ 40.00	Included	Included
Justice of the Peace Pct. 4- 8501 San Dario	\$ 40.00	\$ 30.00	Included	Included
Total for Justice of the Peace Offices	\$ 123.00	\$ 113.00		
<i>Juvenile Centers</i>				
Juvenile Justice Alternative Education Program (JJAEP)- 111 Camino Nuevo Rd.	\$ 40.00	\$ 65.00	Included	Included
Webb County Youth Village- 111 Camino Nuevo Rd. HWY 359	\$ 75.00	\$ 100.00	Included	Included
Total for Juvenile Centers	\$ 115.00	\$ 165.00		
<i>Webb County Offices on HWY 59</i>				
Club House & Maintenance Shop- HWY 59 at Lake Casa Blanca Golf Course	\$ 45.00	\$ 75.00	Included	Included
Road & Bridge Dept.- HWY 59 2 miles east (main office/mortorpool/warehouse)	\$ 40.00	\$ 65.00	Included	Included
Total for Webb County Offices on HWY 59	\$ 85.00	\$ 140.00		
<i>Webb County Offices on HWY 359</i>				
Self Help Center- 8116 HWY 359	\$ 30.00	\$ 65.00	Included	Included
Webb County Nutrition Center- 8116 HWY 359	\$ 30.00	\$ 65.00	Included	Included
Total for Webb County Offices on HWY359	\$ 60.00	\$ 130.00		
<i>Webb County Offices on Saunders</i>				
Webb County Agricultural Building- 7209 E. Saunders	\$ 40.00	\$ 65.00	Included	Included
Webb County Medical Examiners Facility- 7312 E. Saunders	\$ 43.00	\$ 65.00	Included	Included
Webb County Records Management - 7211 E. Saunders	\$ 43.50	\$ 65.00	Included	Included
Total for Webb County Offices on Saunders	\$ 126.50	\$ 195.00		

<i>Pest Control Services Item I - Price Schedule Form A</i>	Monthly Treatment	Qtrly Treatment	Rats/Mice (Upon Request)	Fogging (Upon Request)
<i>Webb County Offices (Other)</i>				
El Aguila Transportation - 4801 Daugherty	\$ 40.00	\$ 49.00	Included	Included
Adult Probation Office- 1119 Houston	\$ 40.00	\$ 49.00	Included	Included
Adult Probation 3802 S. Zapata Hwy	\$ 65.00	\$ 125.00	Included	Included
Rio Bravo Sewer Plant/Office Building 1806 Margarita	\$ 40.00	\$ 49.00	Included	Included
Texas Parks & Wildlife Building-5119 Bob Bullock Loop	\$ 40.00	\$ 49.00	Included	Included
Water Utilities- 515 Martha Dr.- Rio Bravo, TX	\$ 40.00	\$ 49.00	Included	Included
Pal Boxing Gym- 2900 S. HWY 83- Laredo, TX	\$ 40.00	\$ 49.00	Included	Included
Drug Court -Former Juvenile Building - 4101 Juarez	\$ 40.00	\$ 49.00	Included	Included
Total for Webb County Offices (Other)	\$ 345.00	\$ 468.00		
*** Locations are not limited to the above stated. Future locations may be added or removed through out the life of the contract				
Item II - Bee Control (within a 12 ft reach)	\$ 45.00	\$		
	p/hr			
Item III - Assistance w/ Bats, Snakes, Possums, Raccoons, & Other Animals	\$ 45.00	\$		
	p/hr			
Item IV - Termite discount over standard price	20%	\$		
<i>(Invoice should list standard price, discount & total price)</i>				