



The City of Edinburg is soliciting competitive sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPS will be received until **3:00 p.m. Central Time**, on **Tuesday, September 6, 2022**, shortly thereafter all submitted RFPS will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPS. RFPS will not be accepted by telephone or facsimile machine. All RFPS must bear original signatures and figures. The RFP shall be for:

**RFP #2022-027
PEST CONTROL SERVICES**

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Assistant Purchasing Manager, at (956) 388-8972 or at the following e-mail address: lfuentes@cityofedinburg.com.

The City of Edinburg reserves the right to refuse and reject any or all RFPs and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPs for a period of **90** days without taking action.

RFPS must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

SECTION I.
GENERAL TERMS AND CONDITIONS

PURPOSE

The purpose of these solicitation documents is to provide a proposal for: **RFP #2022-027 PEST CONTROL SERVICES**. The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting professional service company's and suppliers for services and materials and labor related to constructing maintenance and repair of pest control services.

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Three (3) complete sets of the response, one (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFPs:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-10793

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFP/s 90 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for the purchase of Skate Park design and installation as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified

from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the

business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, September 6, 2022 until 3:00 p.m.** for consideration. **An (1) original and two (2) copies** of complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for the: **"RFP #2022-027 PEST CONTROL SERVICES"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these Proposals, he/she will be expected to furnish the product called for.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

QUESTIONS AND CLARIFICATIONS

Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any questions to this RFP must be submitted to Lorena Fuentes, Assistant Purchasing Manager, at (956) 388-8972 at the following e-mail address: lfuentes@cityofedinburg.com no later than August 26, 2022 at 5:00 p.m.**

HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If

circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

he 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid. The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**
- **Non-Collusion Affidavit**

The forms stated above **MUST** be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	

Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Comprehensive Auto Liability	
Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

SECTION II RFP REQUIREMENTS

PURPOSE:

The City of Edinburg is quarterly service contract for pest control of insects including Insects & Arthropods, Rodents, and Marsupials for a period of one (1) year, beginning October 1, 2022 through September 30, 2023. Materials applied in pest control services shall conform to Federal, State and local Ordinances and/or laws. Pesticides shall be utilized with due precaution and special care shall be exercised during the use of liquid insecticides in areas having an asphalted, mastic, or linoleum floor surface.

All pest control shall be performed in a safe manner in accordance with the most modern and effective scientific pest control procedures. The contractor will cooperate to ensure effective results. When conditions conducive to breeding and harboring pest covered in this contract are reported, the contractor shall take the necessary steps to correct the conditions. Service shall be provided on a quarterly basis. All areas requiring attention shall be treated for effective pest control. Additional calls and treatments shall be made when deemed necessary by the Building Maintenance Superintendent at no additional cost to the city. All services, regular and special, shall be rendered as such time as not to interfere with employees and persons in or about the premises.

It is the intent of the City of Edinburg to identify and establish long term partnerships with highly qualified Contractors. To achieve the best level of service, the City believes that the relationship must be based on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and two (2) copies** of the RFP shall be submitted to the address on the cover letter.

SECTION III SCOPE OF WORK

Contractor will provide all necessary equipment, chemicals and supplies necessary to provide effective onsite Pest Control management and trapping. Services provided include but are not limited to routine treatment, preventative maintenance for the following:

- **Insects & Arthropods:** American roaches, brown banded roaches, German roaches, oriental roaches, pharaoh ants, sweet ants, silverfish, black widow spiders, brown recluse spiders, centipedes, crickets, millipedes, African Honey bees, Wasp, Yellow Jackets, Hornets, or any other flying insects, and scorpions.
- **Rodents:** Mice, Rats, Squirrels
- **Marsupials:** Raccoons, Possums

Contractor will provide service within each physical structure and it's perimeter on a regularly scheduled basis provided by contractor. Pest Control treatment plan/schedule must be approved by the City of Edinburg Building Superintendent prior to contract commencement. Any additional treatments/callbacks required outside of the established treatment schedule should be allotted for in this agreement.

- Contractor is expected to respond with 8hrs. Contractor must provide proper notification of all pest control treatment in accordance with all applicable federal, state and local laws.
- Contractor will be required to submit **Material Safety Data Sheets** on all chemicals to be used on the premises.
- All work is to be performed during normal working hours, and in a manner so as not to create any disturbance to City Employees, tenants, visitors, or the general public.
- All personnel will be in contractor’s uniform and carry identification on their person at all times

Additional services to be provided on an as needed basis at a fixed rate:

- Bird Control
- Bat Control
- Termite Treatment
- Flee Treatment

A. Term of Service

The term of the contract will be from October 1, 2022 through September 30, 2023. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving ninety (90) days written notice. The City, at its option, may renew this contract for up to three, one-year periods, beginning on January 1, 2022. This option will be exercised only if the Contractor has demonstrated superior performance in provision of Pest Control Services to the City.

Pricing entries in the Bid Proposal apply to the period of October 1, 2022 through September 30, 2023. If the contract is renewed, the annual maximum increase will be tied to the Consumer Price Index (CPI) and allowed for each subsequent year beginning on October 1, 2023.

B. Building Work Hours

Scheduled maintenance and repairs shall typically occur during after normal business hours. Facility business hours are:

Activity Center	Monday through Friday 8:00 a.m. to 5:00 p.m.
Airport Cargo Building	Monday through Friday 8:00 a.m. to 5:00 p.m.
Airport Terminal	24 Hrs.
Police Department Armory	24 Hrs.
Central Fire Station	24 Hrs.
City Auditorium	Monday through Friday 8:00 a.m. to 5:00 p.m.
City Hall	Monday through Friday 8:00 a.m. to 5:00 p.m.
Ebony Hills Golf Course	Monday-Sunday Sunrise to Sundown
Airport Main Hanger	Monday through Friday 8:00 a.m. to 5:00 p.m.
Fire Department Museum	Monday through Friday 8:00 a.m. to 5:00 p.m.
Fire Station #2	24 Hrs.
Fire Station #3	24 Hrs.
Fire Station #4	24 Hrs.
Fire Station #5	24 Hrs.
Fountain Center	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Fountain Center Annex	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.

Jacyee Park Recreation Annex	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Solid Waste Building (Landfill)	Monday through Friday 8:00 a.m. to 5:00 p.m.
Dustin Sekula Memorial Library	Monday through Thursday 9:00 a.m. to 9:00 p.m., Fridays 9:00 a.m. to 6:00 p.m., Saturdays 11:00 a.m. to 3:00 p.m., and Sundays 1:00 p.m. to 5:00 p.m.
Los Lagos Golf Course	Monday-Sunday Sunrise to Sundown
Parks and Maintenance Shop	Monday through Friday 8:00 a.m. to 5:00 p.m.
Edinburg Police Department	24 Hrs.
Solid Waste Recycling Center	Monday through Friday 8:00 a.m. to 6:30 p.m., Saturday and Sunday 8:00 a.m. to 5:00 p.m.
Service Center	Monday through Friday 8:00 a.m. to 5:00 p.m.
Parks & Recreation Wellness Center	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Police Department Training Facility	Monday through Friday 8:00 a.m. to 5:00 p.m.
World Birding Center	Monday through Saturday 8:00 a.m. to 5:00 p.m., Sunday 1:00 p.m. to 5:00 p.m.
Boys and Girls Club	Monday through Friday – 8:00 a.m. to 8:00 p.m.

C. Service Availability

The Contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

- EMERGENCIES.....8- hour response time
- NON-EMERGENCIES.....24- hour response time

Time to respond shall start when the City calls the problem into Contractor’s designated emergency phone number. Additionally, the Contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of request by City Representative.

D. Damages

The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

E. Safety & Security

The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

F. Emergency Situations

For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

SECTION IV
BID PROPOSALS AND BID PROPOSAL ATTACHMENTS

Complete Proposal Submittal Consists of:

1. Bid Proposal
2. Attachment A: Bid Schedule
3. Attachment B: Response to Technical Questions Narrative
4. Attachment C: Wage Theft Prevention Bid Certification
5. Attachment D: Certification of Acceptance of Terms of Agreement
6. Attachment E: Non-Collusion Affidavit

Note that each document included in this section must be included in the bid proposal package.

**BID PROPOSAL
PEST CONTROL SERVICES**

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Edinburg (“The City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price (“Base Bid”) _____: Dollars (\$_____).

2. **Addenda.** Bidder acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#04	_____
#02	_____	#05	_____
#03	_____	#06	_____

3. **Bidder’s Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

- a. Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents.
- b. Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- c. Bidder is fully qualified to perform the Work.
- d. Bid has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:

- a. Enter into a Contract with The City in accordance with the terms of this Bid Proposal, by signing and submitting to The City the Contract form included with the Contract Documents; and
- b. Submit to The City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

This Bid Proposal is hereby submitted on _____, 20 _____ :

s/ _____
Name and Title [print]

Company Name License # and Classification

Address Phone

City, State, Zip Fax

E-Mail Address

SECTION V

EVALUATION CRITERIA AND SELECTION PROCESS

A committee of individuals representing the City of Edinburg will evaluate the proposals. The committee will rank the proposals as submitted.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews. The City reserves the right to request additional questions to be answered during the interviews, to determine which proposers will be interviewed, to determine the format and content of the interviews, and to establish the maximum number of people who may attend the interview from a proposer. The consultant's project manager identified in the proposal will be required to attend a requested interviews. By submitting a proposal, it is understood that the proposers may not change (add or delete) personnel for interviews from those listed in the proposals without written consent from the City.

SECTION VI

AWARD OF CONTRACT

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on Wednesday, September 14, 2022 IF NECESSARY. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFP's for any reason whatsoever. The City may waive informalities or irregularities in the RFP's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFP's.

Final Selection and The CITY Council Approval: Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers so selected. After negotiations have been conducted with each proposer so selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

Remedy of Technical Errors: THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFP Issued	August 19, 2022
Publish RFP	August 19 and 26, 2022
RFP Submission Deadline	September 6, 2022
RFP Review	September 6 - 16, 2022
Firms Interviews, if required	September 14, 2022
City Council Selects Firm(s)	September 20, 2022

Responses to the RFP must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **September 6, 2022 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFP is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **RFP# 2022-027 PEST CONTROL SERVICES**

Attachments:

- Attachment A: Bid Schedule
- Attachment B: Response to Technical Questions Narrative
- Attachment C: Ligation Disclosure Form
- Attachment D: Company Providing Proposal General Questionnaire
- Attachment E: House Bill 89 Verification
- Attachment F: Senate Bill 13 Verification
- Attachment G: Senate Bill 19 Verification
- Attachment H: Non-Collusion Affidavit

BIDDER'S NAME: _____

**ATTACHMENT A
 BID SCHEDULE
 HVAC PREVENTATIVE MAINTENANCE FEES
 INCLUDING TRAVEL TIME**

Quarterly and Pest Control Services at City Facilities as described in the technical specifications:

ITEM 1:

Bid Item	Description of Bid Item	Quarterly Application Amount Cost for one (1) quarterly Service	Annual Application Amount Cost for one (1) annual Application
1	Activity Center 123 E. MARK PENA DR.	\$	\$
2	Airport Cargo Building 1300 E. FM 490	\$	\$
3	Airport Main Hanger 1300 E. FM 490	\$	\$
4	Airport Terminal 1300 E. FM 490	\$	\$
5	Boys and Girls Club 702 Cullen St.	\$	\$
6	Boys and Girls Club Kitchen Area ONCE A MONTH SERVICE		
7	City Auditorium 415 W. University Dr.	\$	\$
8	City Hall 415 W. University Dr.	\$	\$
9	Dustin Sekula Memorial Library 1906 S. Closner Blvd.	\$	\$
10	Ebony Hills Golf Course 300 W. Mark Pena Dr.	\$	\$
11	Edinburg Police Department 1702 S. Closner Blvd.	\$	\$
12	Edinburg Police Department Animal Care Facility 1301 N Doolittle Rd.	\$	\$
13	Edinburg Police Department Armory 1702 S. Closner Blvd.	\$	\$
14	Edinburg Police Department Training Facility 1309 N Doolittle Rd.	\$	\$
15	El Tule Recreation Center 702 S. Veterans Blvd.	\$	\$
16	Fire Department Museum 211 W. McIntyre	\$	\$

17	Fire Station #1 (Central Station) 212 W. McIntrye	\$	\$
18	Fire Station #2 602 W. Canton Rd.	\$	\$
19	Fire Station #3 1221 E. University Dr.	\$	\$
20	Fire Station #4 315 Matthew Dr.	\$	\$
21	Fire Station #5 800 E. Davis Rd.	\$	\$
22	Fountain Center 1210 E. Kuhn St.	\$	\$
23	Fountain Center Annex 1210 E. Kuhn St.	\$	\$
24	Jacyee Park Recreation Annex 420 S. 19TH AVE.	\$	\$
25	Los Lagos Golf Course 1720 S. Raul Longoria Rd.	\$	\$
26	Los Lagos Golf Course Kitchen Area – ONCE A MONTH SERVICE	\$	\$
27	Parks & Recreation Wellness Center 315 E. Mark Pena Dr.	\$	\$
28	Parks and Maintenance Shop 1231 N Doolittle Rd.	\$	\$
29	Service Center 1201 N Doolittle Rd.	\$	\$
30	Solid Waste Building (Landfill) 8601 Jasmen Rd.	\$	\$
31	Solid Waste Recycling Center 3102 US-281 Bus.	\$	\$
32	World Birding Center 714 S. Raul Longoria Rd.	\$	\$

ITEM 2:

Bid Items	Description of Bid Items – Termite Treatment	LN/FT	PRODUCT QUOTED
1	Subterranean Termite Treatment	\$	
2	Drywood Termite Treatment	\$	

ITEM 3:

Bid Items	Description of Bid Items – Bee & Wasp Extermination	TOTAL BASE PRICE

1	Bees Extermination up to 10' in height	\$
2	Wasps Extermination up to 10' in height	\$

**Bee and Wasp Extermination up to 10' or higher shall be negotiated depending on the complexity of the extermination.*

ITEM 4:

Bid Items	Description of Bid Items –Rodent Bait Traps	TOTAL BASE PRICE PER TRAP SET-UP
1	Rodent Bait Station	\$
2	Marsupials Bait Traps	\$

ITEM 5:

Bid Items	Description of Bid Items –Flea & Tick Extermination	PRICE PER SQUARE FOOT
1	Flea	\$
2	Tick Extermination	\$

ITEM 6:

Bid Items	Description of Bid Items –Mosquito Spray & Bed Bugs	PRICE PER SQUARE FOOT
1	Mosquito Spray	\$
2	Bed Bugs	\$

ITEM 7:

Bid Items	Description of Bid Items – Snake Removal and Control	PRICE LN/FT and BASE PRICE
1	Snake Repellent Service	\$
2	Snake Removal Service	\$

ATTACHMENT B

RESPONSE TO TECHNICAL QUESTIONS FORM ANNUAL PEST CONTROL SERVICES

On a separate paper, please provide a brief narrative entitled, "**Attachment B-Response to Technical Questions from PEST CONTROL SERVICES RFP,**" which answers the questions in Sections 1 through 4 below (*Please include your company's complete legal name and form of entity, for example, "corporation," on each page*):

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects: (Up to 15 points)

Please answer the following:

1. How many years has your organization been in business as a Contractor?
2. How many years has your company been in business under its present business name?
3. Describe your previous experience providing Pest Control Services to like-sized public agencies and/or private companies.
4. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
5. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)

1. List three (3) like-sized customers that you have provided ongoing tree maintenance services to within the last three (3) years. Provide the following information for each contact:
 - a. Customer Name
 - b. Customer Contact Name
 - c. Phone Number
 - d. E-Mail Address
 - e. Number of years your firm has provided tree maintenance services to Customer.
 - f. Names of facilities/locations where services have been provided.

Section 3: Qualifications of Staff to be assigned to provide Pest Control services at City Facilities. (Up to 5 points)

1. Attach an organizational chart for your company, or the local office that would service this contract.
2. For the local office to serve this contract, list the following:
 - A. Total number of staff assigned to City of Edinburg
 - B. Names and qualifications of key staff including years in the industry and with your firm.

3. Briefly describe your employee training program and requirements.

Section 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)

1. Describe the systems your company uses to communicate between supervisors, office staff and fieldstaff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
3. Describe your communication plan to assure proper communication between your representative and **the City's representative.**
4. Describe in detail your Safety Program.

**ATTACHMENT C
LITIGATION DISCLOSURE FORM**

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

**ATTACHMENT D
COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE**

1 Name/Name of Agency/Company: _____
(Full, correct legal name)

• Address: _____

• Telephone/Fax: _____

• Email address: _____

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes ___ No ___

3. Is your Company authorized and/or licensed to do business in Texas?

Yes ___ No ___

4. Where is the Company's corporate headquarters located? _____

5. a. Does the Company have an office located in Edinburg, Texas?

Yes ___ No ___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

**ATTACHMENT E
HOUSE BILL 89 VERIFICATION**

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

**ATTACHMENT F
SENATE BILL 13 VERIFICATION**

I, _____, the undersigned representative of
_____, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

ATTACHMENT G
SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.*

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
- 6) *"Firearm entity" means:*
- a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) *a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) *has two or more firearm entities as members; and*
 - c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

