



INVITATION TO BID NO. 16-600-009
Wise County, Texas

BID TITLE: *Pest Control Services*

SEALED BIDS WILL BE RECEIVED UNTIL: *10:00 a.m. central time, Thursday, August 6, 2015*

RETURN BIDS TO:

*Wise County Asset Control Office
400 W Walnut, Decatur, or
P.O. Box 952, Decatur, TX 76234*

All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.

SCOPE

Wise County is now accepting formal sealed bids for a contract for pest control services for the specified Wise County owned/leased buildings.

This contract will be effective from October 1, 2015 through September 30, 2016.

The contract will include the option to renew for up to 4 additional 1-year extensions to be exercised at the discretion of the Commissioners' Court each budget year.

This contract may be canceled with 30 days written notification by either party to the other.

SPECIFICATIONS

It is the intent of these specifications to describe requirements for a vendor to provide pest control services to specified Wise County owned/leased buildings.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

Wise County is seeking a qualified vendor capable of successfully monitoring, inspecting, and treating for pests for specified Wise County owned buildings. Successful vendor shall have employees who are professionally trained in all aspects of pest control. Wise County shall be provided with a detailed report of the inspections findings, with recommendations for corrective actions where needed.

Applicators and technicians must be certified by the Texas Structural Pest Control Board. Pesticides must be registered with the United States Environmental Protection Agency and the Texas Department of Agriculture before they may be used on any county owned facilities. MSDS sheets must be provided to the Wise County Asset Control Office.

Buildings shall be treated on a schedule as specified and in addition on call as needed for spot treatment in between regularly scheduled treatments both internally and externally including but not limited to the following pests:

- roaches - spiders – beetles – scorpions - crickets- fire ants-all ants

Treatment must include spraying inside and outside the building.

Some offices may require rat/mouse treatment on a regular basis as well. It will be the responsibility of the vendor to verify with each office if this treatment is needed on a regular basis or not.

It is the responsibility of the vendor to contact the individual offices to schedule appointments for regular treatments as specified. Appointments must be scheduled prior to services being rendered. Most offices are open Monday through Friday 8:00 am to 5:00 pm. Vendor should not count on being able to do all offices the same day. Appointments must be scheduled at the convenience of the County offices and not just set by the vendor.

All call backs must be resolved within 24 hrs.

Call backs should be minimal. Regularly scheduled treatments should be thorough enough as to minimize call backs. Call back rate will be evaluated on the County's past vendor histories and could be basis for contract cancellation or non renewal.

Wise County reserves the right to add additional pest control measures at its discretion on an as needed basis. Wise County shall pay for the services in addition to the contracted amount by a signed agreement approved by Commissioners' Court. This would include any specialized treatments needed such as termites etc that would exceed the normal call back rate for treatment. Additional treatments for crickets, ants, fleas, rodents, etc should be included in the normal call back rate.

This contract excludes any warranties in place for previous termite treatment.

BUILDING LOCATIONS AND INFORMATION

To arrange a tour of the Wise County facilities please contact County Judge's Office at 940-627-5743.

Sq Ft is approximate and may not include all buildings on the property.

Monthly:

Wise County Sheriff's Office and Jail, 200 Rook Ramsey, Decatur, TX 76234
87426 sq. ft
Phone: 940-627-5971

WARM Bldg, 300 N Trinity, Decatur, TX 76234(designated areas only)
11340 sq. ft
Phone: 940-389-1871

Wise County Elections, 200 S Trinity, Decatur, TX 76234
3000 sq. ft
Phone: 940-626-4453

Quarterly:

Wise County Adult Probation, 105 E Walnut, Decatur, TX 76234
9579 sq. ft
Phone: 940-627-3894

Wise County Adult Probation Annex, 1203 Halsell, Bridgeport, TX 76426
1404 sq. ft
Phone: 940-683-2391x21

Wise County Precinct 4 Barn, 811 US Hwy 380, Bridgeport, TX 76426
6560 sq. ft
Phone: 940-683-4153

Wise County Financial Bldg, 207 N Church, Decatur, TX 76234
5747 sq. ft
Phone: 940-627-5744

Wise County Clerk, 200 N Trinity, Decatur, TX 76234
7176 sq. ft
Phone: 940-627-3351

Wise County Courthouse, 101 N Trinity, Decatur, TX 76234
29384 sq. ft
Phone: 940-627-5743

Wise County JP#1, 205 N State, Decatur, TX 76234
3840 sq. ft
Phone: 940-627-2694

Wise County JP#3, 125 N FM 730, Boyd, TX 76023
4600 sq. ft
Phone: 940-433-2969

Wise County Precinct 1 Barn, 1151 N FM 51, Decatur, TX 76234
5776 sq. ft
Phone: 940-627-5810

Wise County Public Works, 1201 S FM 51, Decatur, TX 76234
1388 sq. ft
Phone: 940-627-6655

Wise County Public Works Yellow Bldg, 2801 S FM 51, Decatur, TX 76234
3000 sq. ft
Phone: 940-627-6655

Wise County Tax Office, 404 W Walnut, Decatur, TX 76234
2795 sq. ft
Phone: 940-627-3523

Wise County Extension Office, 206 N State, Decatur, TX 76234
4400 sq. ft
Phone: 940-627-3341

Wise County Asset Control Office, 400 W Walnut, Decatur, TX 76234
1640 sq. ft
Phone: 940-627-3312

Wise County Juvenile Probation, 401 Rook Ramsey, Decatur, TX 76234
3510 sq. ft
Phone: 940-627-7037

Wise County EMS, 1101 Rose Ave, Decatur, TX 76234
8726 sq. ft
Phone: 940-627-2002

Wise County Precinct 3 Barn, 544 S Allen, Boyd, TX 76023
5994 sq. ft
Phone: 940-433-5365

Wise County EMS, 546 S Allen, Boyd, TX 76023
1740 sq. ft
Phone: 940-433-5603

Wise County Animal Control Shelter, 119 PR 4195, Decatur, TX 76234
6389 sq. ft
Phone: 940-627-7577

Wise County Bridgeport Annex, 1007 13th St, Bridgeport, TX 76426
9100 sq. ft
Phone: 940-683-4244

Wise County Community Development Bldg, 1415 S FM 51, Decatur, TX 76234
2700 sq. ft
Phone: 940-627-6655
(address and sq. ft. subject to change during bid year, but should be appx the same)

ESTIMATED QUANTITIES

Buildings shall be treated on the basis specified for each building. This may vary based on the needs of the building.

INSURANCE

Insurance Limits Disclosure: SPECIAL NOTE: See Exhibit A for Texas Worker's Compensation statement.

A certificate of insurance shall be filed with Wise County Asset Control prior to commencement of any work under this contract, naming Wise County as an additional insured with regard to this contract and evidencing insurance coverage of limits not less than the following:

A) Worker's Compensation - Providing for payment for benefits as specified by the Worker's Compensation Law of the State of Texas.

B) General Liability - \$100,000 each person
- \$300,000 each accident

Property Damage - \$100,000 each person
- \$100,000 each accident

The successful contractor shall indemnify and save harmless Wise County, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage loss of expense

(a) is attributable to bodily injury to or destruction of tangible property including the loss of use resulting there from, and

(b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Any and all such claims against any party indemnified hereunder by any employee of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Successful bidder **MUST** provide the Wise County Asset Control with certificates of insurance; as such certificates become available, certifying that necessary coverage's are kept in force throughout the life of this contract. **Failure to comply with this stipulation will result in immediate cancellation of this contract.**

Please see exhibit A

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 01, 1994 and **this does affect your bid on this project.**

The TWCC has stated that it is aware that statutory requirements for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. **This affects both of us on this contract.**

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. **This affects your subcontractors.**

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the Law does not establish".

Therefore, the County should not experience any increase in cost because of the Need to comply with the Texas Workers' Compensation laws.

Additional questions may be addressed to the Texas Workers' Compensation Commission, Southfield Building, 4000 S. IH-35, Austin, Texas, 78704, 512-440-3618.

GENERAL CONTRACT TERMS AND CONDITIONS

The contract price for this service must include all ancillary costs associated with the service.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

Invoices must show the address and department where the service was required and the bid number. Each department/precinct must be invoiced separately.

Invoices must be sent to:

Wise County Auditor's Office
P.O. Box 899
Decatur, TX 76234
940-627-5744

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1st of each calendar year to September 30th of the next calendar year.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified.

Faxed or emailed bids will not be accepted.

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk
P.O. Box 359
200 N Trinity
Decatur, TX 76234
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder submitting the lowest and/or best bid price for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be

understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Price form
3. Affidavit

Wise County reserves the right to accept and/or reject any and all bids for any reason whatsoever.

All bids that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets and confidential information contained in the bid and identified as such.

Any and all terms and conditions offered by Wise County in this document or as part of individual purchase orders issued in connection to this agreement shall supersede any and all terms and conditions of the vendor and shall in fact govern the contract and agreement. This contract is governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Wise County, Texas.

Wise County agrees to permit reasonable access to vendors designated representatives to perform its services under this contract.

Wise County reserves the right to waive any minor technicalities.

ADDITIONAL NOTICE TO BIDDERS

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

APPLICABLE DATES AND TIMES

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, August 6, 2015.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the time set for bid opening will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, August 6, 2015.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

For questions regarding this bid, please contact the Asset Control Office at 940-627-3312.

TITLE

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

“PEST CONTROL SERVICES, BID NO. 16-600-009”

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

WISE COUNTY, TEXAS
PEST CONTROL SERVICES
BID NO. 16-600-009

Bidder's Name: Mid-Cities Pest Control, Inc.
Address: 1832 Norwood Plaza
Mailing Address: 1832 Norwood Plaza
City/State/Zip: Hurst / Texas / 76054
Phone Number: (817) 354-5350 Fax Number: (817) 540-0569
Person to Contact: Amanda Oertwich
Email: AOertwich@midcitiespest.com

PLEASE USE ATTACHED PRICE FORM

Purchase Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.

Signature: Amanda Oertwich
Typed Name and Title: Amanda Oertwich, Office Manager
Date: August 4, 2015

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid.

Wise County Sheriff's Office and Jail, 200 Rook Ramsey, Decatur, TX 76234

Monthly Fee \$ 99.95 Additional call between scheduled service ∅

WARM Bldg, 300 N Trinity, Decatur, TX 76234

Monthly Fee \$ 69.95 Additional call between scheduled service ∅

Wise County Elections, 200 S Trinity, Decatur, TX 76234

Monthly Fee \$ 29.95 Additional call between scheduled service ∅

Wise County Adult Probation, 105 E Walnut, Decatur, TX 76234

Quarterly Fee \$ 69.95 Additional call between scheduled service ∅

Wise County Adult Probation Annex, 1203 Halsell, Bridgeport, TX 76426

Quarterly Fee \$ 35.95 Additional call between scheduled service ∅

Wise County Precinct 4 Barn, 811 US Hwy 380, Bridgeport, TX 76426

Quarterly Fee \$ 49.95 Additional call between scheduled service ∅

Wise County Financial Bldg, 207 N Church, Decatur, TX 76234

Quarterly Fee \$ 45.95 Additional call between scheduled service ∅

Wise County Clerk, 200 N Trinity, Decatur, TX 76234

Quarterly Fee \$ 54.95 Additional call between scheduled service ∅

Wise County Courthouse, 101 N Trinity, Decatur, TX 76234

Quarterly Fee \$ 79.95 Additional call between scheduled service ∅

Wise County JP#1, 205 N State, Decatur, TX 76234

Quarterly Fee \$ 54.95 Additional call between scheduled service ∅

Wise County JP#3, 125 N FM 730, Boyd, TX 76023

Quarterly Fee \$ 54.95 Additional call between scheduled service ∅

Wise County Precinct 1 Barn, 1151 N FM 51, Decatur, TX 76234

Quarterly Fee \$ 49.95 Additional call between scheduled service ∅

Wise County Public Works, 1201 S FM 51, Decatur, TX 76234

Quarterly Fee \$ 35.95 Additional call between scheduled service ∅

Wise County Public Works Yellow Bldg, 2801 S FM 51, Decatur, TX 76234

Quarterly Fee \$ 39.95 Additional call between scheduled service ∅

Wise County Tax Office, 404 W Walnut, Decatur, TX 76234

Quarterly Fee \$ 39.95 Additional call between scheduled service ∅

Wise County Extension Office, 206 N State, Decatur, TX 76234

Quarterly Fee \$ 45.95 Additional call between scheduled service ∅

Wise County Asset Control Office, 400 W Walnut, Decatur, TX 76234

Quarterly Fee \$ 35.95 Additional call between scheduled service ∅

Wise County Juvenile Probation, 401 Rook Ramsey, Decatur, TX 76234

Quarterly Fee \$ 39.95 Additional call between scheduled service ∅

Wise County EMS, 1101 Rose Ave, Decatur, TX 76234

Quarterly Fee \$ 59.95 Additional call between scheduled service ∅

Wise County Precinct 3 Barn, 544 S Allen, Boyd, TX 76023

Quarterly Fee \$ 54.95 Additional call between scheduled service ∅

Wise County EMS, 546 S Allen, Boyd, TX 76023

Quarterly Fee \$ 35.95 Additional call between scheduled service ∅

Wise County Animal Control Shelter, 119 PR 4195, Decatur, TX 76234

Quarterly Fee \$ 59.95 Additional call between scheduled service ∅

Wise County Bridgeport Annex, 1007 13th St, Bridgeport, TX 76426

Quarterly Fee \$ 69.95 Additional call between scheduled service ∅

Wise County Community Development Bldg, 1415 S FM 51, Decatur, TX 76234

Quarterly Fee \$ 39.95 Additional call between scheduled service \$

Rat/Mouse Treatment \$ 35.00 per Bait Box

STATE OF TEXAS (

COUNTY OF WISE (

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Steven Wayne known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by Mid-Cities Pest Control, Inc. 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 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.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Name and Address of Bidder:

Bidder: Mid-Cities Pest Control, Inc.
Signed by: Steven Wayne
Address: 1832 Norwood Plaza, Hurst, TX 76054
Telephone: 817-354-5350 Date: 8/4/2015



[Signature of Steven Wayne]

Affiant Name: Steven Wayne Title: Secretary Treasurer

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th day of August, 2015.

[Signature of Amanda Oertwich]
Notary Public in and for the State of Texas