



**Invitation to Bid #21-BID-009
Wise County, Texas**

Bid Title: Pest Control Services

Sealed Bids Will Be Received Until: 10:00 a.m. central time, Thursday, August 6, 2020

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.

COVID19 IMPORTANT INFORMATION

Due to COVID19, Wise County Asset Control has implemented the following in regards to bids. Bid openings will be via live stream. A link to this stream will be provided on the Wise County website www.wisecountytexas.gov. Bidders will not be allowed to remain in the Wise County Asset Control Office during the bid opening. Bids may still be dropped off in person, but Asset Control asks that anyone entering the building please make sure they are following State and CDC guidelines and not enter if they are not feeling well or have a fever. Please use 6' social distancing and if there is another person in the lobby, please remain outside until that person exits. Keep in mind that there may be time delays to drop off bids so plan accordingly as late bids cannot be accepted. Bids may still be sent via other methods or left in the black box on the Asset Control building. The box will be checked daily with last check at 9am on the day of the bid opening. Any bids left in the box after that time may not be included. The instructions in this paragraph supersede any other instructions in the bid document if there is a conflict.

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, 2020 through September 30, 2021.

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, fleas, etc that would exceed the normal call back rate for treatment.

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 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 North Annex, 205 N State, Decatur, TX 76234
3840 sq. ft
Phone: 940-627-2694

Wise County Boyd Annex, 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 Community Development, 2901 S FM 51, Decatur, TX 76234
3 separate buildings 5508 sq. ft total
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 South Annex, 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 Courts Bldg, 306 W Main St, Decatur, TX 76234
10744 sq. ft
Phone: 940-627-5743

(This building is under construction and expected to be completed in 1 year. County Judge's Office will be the contact to schedule this building when completed.)

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


Wise County, Texas
Pest Control Services
Bid #21-BID-009

Bidder's Name: Arrow Exterminators
Address: 4144 U.S. Hwy 380 Decatur, TX 76234
Mailing Address: P.O. Box 951 Decatur, TX 76234
City/State/Zip: Decatur, TX 76234
Phone Number: (940) 627-7378 Fax Number: (940) 627-6211
Person to Contact: Ethan Davidson 940-255-7831 -cell
Email: edavidson@arrowexterminators.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.

Vendor is responsible for checking Wise County website www.wisecountytexas.gov for any addendum.

Signature:  0777758
Typed Name and Title: Home Exterminator - Ethan Davidson
Date: 7/28/2020

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 \$ 45 Additional call between scheduled service Ø

WARM Bldg, 300 N Trinity, Decatur, TX 76234

Monthly Fee \$ 45 Additional call between scheduled service Ø

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

Monthly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 90 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 50 Additional call between scheduled service Ø

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

Quarterly Fee \$ 55 Additional call between scheduled service Ø

Wise County North Annex, 205 N State, Decatur, TX 76234

Quarterly Fee \$ 45 Additional call between scheduled service Ø

Wise County Boyd Annex, 125 N FM 730, Boyd, TX 76023

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 40 Additional call between scheduled service Ø

Wise County Community Development, 2901 S FM 51, Decatur, TX 76234

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

Wise County South Annex, 206 N State, Decatur, TX 76234

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

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

Quarterly Fee \$ 60 Additional call between scheduled service Ø

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

Quarterly Fee \$ 45 Additional call between scheduled service Ø

Wise County Courts Bldg, 306 W Main St, Decatur, TX 76234

Quarterly Fee \$ 45 Additional call between scheduled service \$ Ø

Rat/Mouse Treatment \$ 30 per month

Exhibit A

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entities employees providing services on a project for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by Wise County.

Persons providing services on the project ("subcontractor" in Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

B. The contractor shall provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

C. The contractor must provide a certificate of coverage to Wise County prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Wise County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Wise County:

- (1) a certificate of coverage, prior to that person beginning work on a project, so Wise County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify Wise County in writing by certified mail or personal delivery within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project.
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
- (6) notify Wise County in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts to perform as required by paragraphs (1) through (7), with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Wise County that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Wise County to declare void if the contractor does not remedy the breach within ten days after the receipt of notice of breach from Wise County.

Bid: Pest Control Services, 21-BID-009

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 Ethan A. Davidson 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 Arrow Exterminators 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, and that 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: Arrow Exterminators

Address: 4144 U.S. Hwy 380 Decatur, TX 76234

Telephone: 940-627-7378

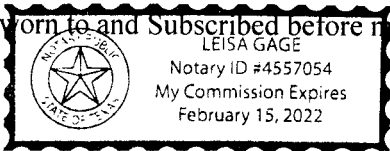
Affiant signature: [Signature] 0727758

Printed Name: Ethan A. Davidson

Title: Home/commercial evaluator

Date: 7/21/2020

Sworn to and Subscribed before me this 20th day of July, 2020.



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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Arrow Exterminators
Decatur, TX United States

Certificate Number:
2020-655166

Date Filed:
08/10/2020

Date Acknowledged:

8-12-2020

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

Wise County Asset Control

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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Pest Control

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sydney Miller and my date of birth is 7/10/90

My address is 4144 US Hwy 380 W Decatur TX 76234
(street) (city) (state) (zip code) (country)

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

Executed in Wise County, State of Texas on the 12 day of August, 2020
(month) (year)

S. Miller
Signature of authorized agent of contracting business entity
(Declarant)