

MEMORANDUM

**TO: Judge Robert Hebert
County Judge**

B15-021(1)

**FROM: Debbie Kaminski
Assistant Purchasing Agent**

9-2-2014
AGENDA ITEM 20D

**SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on September 2, 2014. Thank you.**

DATE: September 10, 2014

→ **RETURN TO: Norma Weaver
Administrative Assistant
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469**

Pest Management, Inc.

VENDOR INFORMATION

Pest Management Inc.
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

512 288.1007
Telephone Number

512. 891. 0002
Facsimile Number

1807 W. Slaughter Ln Bldg. 1
Complete Mailing Address (for Correspondence)

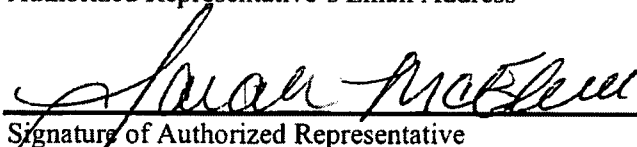
Austin Texas 78748
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Sarah McElwee, Director of Business
Authorized Representative and Title (printed)

sarah@pestmanagementcorp.com
Authorized Representative's Email Address


Signature of Authorized Representative

Initials of Bidders: al

**Fort Bend County, Texas
Invitation for Bid**

**Term Contract for Pest Control Services
BID 15-021**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Thursday, August 21, 2014
1:30 PM (Central)

LABEL ENVELOPE:

BID 15-021
Pest Control Services

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED DUE DATE/TIME STATED ABOVE.

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED DUE DATE/TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid.

Requests for information must be in writing and directed to:


Ceryl Krejci, CPPB
Senior Buyer
Ceryl.Krejci@fortbendcountytexas.gov

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

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- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

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- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

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- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.


- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.


- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
 - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an

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infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

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- 2.18 **Assignment-Delegation:** No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 **Modification:** A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as

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an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for pest control services for Fort Bend County Facilities. All services shall be performed in accordance with applicable manufacturer's standards and must meet or exceed each and every specification contained herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2014 through 30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 REFERENCES:


Vendors must submit with bid, a minimum of three (3) references of current contracts (similar or larger operations) with whom they have maintained a contract during the time frame of June 1, 2012 until May 31, 2014. Dates for which the referenced work was performed, representative which can be contacted, telephone number, email and mailing address must be included for each reference.

7.0 INSURANCE:

- 7.1 All vendors must submit, with Bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, vendors may submit, with Bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of request for quote.

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- 7.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 7.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 7.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 7.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 7.6 No cancellation of or material change to the policies may be made without sixty (60) days prior, written notification to Fort Bend County.
- 7.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
- 7.8 All insurance companies must maintain A.M. Best's rating of A-VII or higher.

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8.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 8.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 8.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 8.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 8.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 8.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

Initials of Bidders: 

- 8.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

9.0 SPECIFICATIONS:

- 9.1 Bid includes monthly or quarterly maintenance, as stated herein for all Facilities.
- 9.2 Inside and/or outside spraying must be completed not less frequently than once each month or quarterly, as stated, and as often as necessary to control pests.
- 9.3 Contractor is responsible for providing all chemicals, supplies and equipment necessary to control pests. All chemicals used must be approved by the State of Texas.
- 9.4 Work must be **scheduled** during normal business hours between 8:00am to 5:00pm, Monday through Friday, unless requested after hours when scheduling. A two (2) business day notice is required for monthly or quarterly maintenance.
- 9.5 Contractor is to respond on/in location within two (2) hours to emergency calls.
- 9.6 Each service call must be authenticated by signature of a Fort Bend County Employee on a work ticket or invoice in order to be considered for payment.
- 9.7 Contractor agrees to permit an Authorized Fort Bend County Representative to catch samples of pest control agent at any time during a service call.
- 9.8 Pests are defined in this quote as common household insects including but not limited to, roaches, ants, silverfish, earwigs, and flies. Birds and animal pests are specifically not included.
- 9.9 The County reserves the right to employ the services of other contractors in the treatment for pests other than those named above.
- 9.10 Vendor must be fully licensed by the State of Texas and a **copy of proof of such licensing must accompany Vendors' bid.**
- 9.11 This contract will be immediately canceled if it is found, by Fort Bend County, that its continued performance endangers the citizens, personnel, property of Fort Bend County or the environment.
- 9.12 Square footage measurements are included below.
- 9.13 Fort Bend County reserves the right to remove buildings during the term of this contract.

Initials of Bidders: 



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet # 083133272
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established <u>1957</u>	
Remittance Address	<u>Pest Management Inc</u>	
City/State/Zip	<u>1807 W Slaughter Ln #1 Austin TX 78748</u>	
Physical Address	<u>14360 Northwest Freeway Suite B4</u>	
City/State/Zip	<u>Houston TX 77040</u>	
County	<u>Fort Bend County</u> Other: <u>Harris</u>	
Phone/Fax Number	Phone: <u>713.330.4002</u> Fax: <u>512.891.0002</u>	
Contact Person	<u>Sarah McElwee</u>	
E-mail	<u>sarah@pestmanagementcorp.com</u>	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input checked="" type="checkbox"/> SDVOB - Service Disabled Veteran Owned <input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input checked="" type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input checked="" type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	<u>561710- Exterminating and Pest control Services</u>	

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Job No.: 15-021

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 01- 2

Company Name submitting Bid/Proposal: Pest Management Inc.

Mailing Address: 1801 W. Slaughter Ln Bldg 1 Austin TX 78748

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

N/A

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that Pest Management is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

10.0 REQUIRED LICENSING INFORMATION:

Vendor's State of Texas Pest Control License number:

2408 / 0661913

11.0 FORT BEND COUNTY REPRESENTATIVE and QUESTIONS:

Point of contact is Ms. Cheryl Krejci, CPPB, Senior Buyer, cheryl.krejci@fortbendcountytexas.gov . Any questions pertaining to this contract must be in writing directed to this email address. The subject line is to read: **Question/s per B15-021 Pest Control Services**. All questions must be in writing and emailed to this address or faxed to 281-341-8645 by **1:00pm, Friday, August 15, 2014**.

12.0 LOCATIONS, SQUARE FOOTAGE and PRICING:


Vendors are to provide pricing below for each Facility listed for bid to be considered.

Facilities to Service				Pest Management Inc. Vendor Name	
Location	Address	Square Footage	Times per Year (Monthly or Quarterly)	Bid Price	Extended Price
Animal Control	1210 Blume Rd., Rosenberg, TX	4,619	12	24	288
Animal Control Expansion	1210 Blume Rd. #A, Rosenberg, TX	4,218	12	24	288
Barbara Jordan Community Center	8702 Noble Street, Needville, TX 77461	1,600	4	32	128
Bud O'Shieles Community Center	1330 Band Road, Rosenberg, TX	11,850	12	24	288
Central Appraisal District - Both Bldgs	2801 BF Terry Blvd, Rosenberg, TX	30,330	12	24	288
Commissioner Pct #3	1809 Eldridge, Sugar Land, TX	2,532	4	30	120
Comm/Constable/J.P. Pct #4/CSCD	12919 Dairy Ashford, Sugar Land, TX	13,304	4	30	120
CSCD/Squad 5 EMS	2725 FM 521 N, Fresno, TX	11,702	12	24	288
Legion Court Annex	117 Legion Dr., Richmond, TX	4,960	4	24	96
Historical Courthouse	400 Jackson St., Richmond, TX	28,261	12	24	288
CSCD (Community Service & Corrections)	19306 Beechnut, Richmond, TX	1,620	4	30	120
Drainage District	1004 and 1022 Blume Rd, Rosenberg, TX	21,330	4	30	120
East End Annex	303 Texas Parkway, Missouri City, TX	19,197	4	39	156
Emergency Medical Service	4336 Hwy 36 South, Rosenberg, TX	6,300	4	30	120
Emergency Medical Service - Medic 1	4332 Hwy 36, Rosenberg, TX	14,458	4	30	120
Emergency Medical Service - Medic 2	406 Houston Street, Rosenberg, TX	1,950	4	30	120
Emergency Medical Service - Medic 3	1514 Prkwy Blvd., Sugar Land, TX	4,990	4	25	100
Emergency Medical Service -- Medic 6	204 Main Street, Richmond, TX	1,480	4	24	96
Emily Court	12550 Emily Court, Sugar Land, TX	19,510	12	24	288
Engineering	1124-52 Blume Rd., Rosenberg, TX	9,760	4	25	100

Initials of Bidders: *BT*

Facilities to Service				Pest Management Inc. Vendor Name	
Location	Address	Square Footage	Times per Year (Monthly or Quarterly)	Bid Price	Extended Price
Extension Office (all buildings) to include:	Extension Annex 1436 Band Road, Rosenberg, TX	4,800	4	19	76
	1402 AG Center, Rosenberg, TX	18,959	4	19	76
	1440 Education Center, Rosenberg, TX	7,320	4	19	76
Fairgrounds (all buildings) to include:	Building B 4310 Hwy 36 S., Rosenberg, TX	12,900	4	13	52
	Building C	21,600	4	13	52
	Building D	9,680	4	13	52
	Fair Office	4,080	4	13	52
	BBQ Concession Stand	2,100	4	6	24
	Concession Stand & Restroom between Buildings B&C	1,440	4	6	24
	George Barn Concession Stand & Office	1,800	4	6	24
	Large Warehouse	12,000	4	17	68
	County Shop & Office	1,200	4	8	32
	Caretakers House	1,408	4	17	68
	Security/First Aid	480	4	6	24
	Ticket Building	85	4	6	24
	Concession Stand & Restroom in Arena	1,650	4	6	24
	Restroom Bldg "D" & George Barn	49,902	4	6	24
	Refreshment Center (inside & out)	9,600	4	6	24
Freedom Park	18050 Westhiemer Pkwy Katy, TX 77094	2,500	4	41	164
Gordon Ranch	Cottage 7714 FM 359, Richmond, TX 77469		12	54	648
	Bunkhouse 1		12	54	648
	Bunkhouse 2		12	54	648
	Lodge		12	54	648

Initials of Bidders: 

Facilities to Service				Pest Management Inc. Vendor Name	
Location	Address	Square Footage	Times per Year (Monthly or Quarterly)	Bid Price	Extended Price
Jane Long Courthouse Annex	500 Liberty St., Richmond, TX	29,928	12	23	276
Justice Center	1317 Eugene Heimann Circle, Richmond, TX	268,240	12	39	468
Juvenile Alternative School	3403, 3409, 3417 Ave F, Rosenberg, TX	9,975	4	39	156
Juvenile Field Office	118 Legion Dr., Richmond, TX	7,416	4	36	144
Juvenile - Jake Dove	400 Coen Rd., Arcola, TX	6,552	12	24	288
Juvenile Probation/Detention and Education Bldg.	122 Golfview Dr., Richmond, TX	39,437	12	24	288
Library - George Memorial	1001 Golfview Dr., Richmond, TX	91,223	4	42	168
Library - George Memorial - Administration Building	1003 Golfview Dr., Richmond, TX	16,910	4	32	128
Library - Albert George Branch	9230 Gene St., Needville, TX	6,676	4	42	168
Library - Bob Lutts/Fulshear Branch	8100 FM 359 South, Fulshear, TX	10,401	4	42	168
Library - First Colony Branch	2121 Austin Prkwy, Sugar Land, TX	19,429	4	42	168
Library - Cinco Ranch Branch	23111 Cinco Ranch, Katy, TX	34,760	4	42	168
Library - Mamie George Branch	320 Dulles Ave., Stafford, TX	5,184	4	42	168
Library - Missouri City Branch	1530 TX Parkway, Missouri City, TX	18,458	4	42	168
Library - Sugar Land Branch	550 Eldridge, Sugar Land, TX	21,924	4	42	168
Library - Sienna Branch	8411 Sienna Springs Blvd, Missouri City, TX	45,262	4	42	168
Library - University Branch	14010 University Blvd, Sugar Land, TX	40,193	4	42	168
Facilities Maintenance/Morton St Cemetery Association	900 Morton Street, Richmond, TX	3,321	4	40	160
Missouri City Annex - without FBFHC	307 Texas Parkway, Missouri City, TX	22,114	12	40	480
Missouri City Annex - Family Hlth Center	307 Texas Parkway, Missouri City, TX	7,490	12	40	480
				Initials of Bidders: 	

Facilities to Service				Pest Management Inc. Vendor Name	
Location	Address	Square Footage	Times per Year (Monthly or Quarterly)	Bid Price	Extended Price
Needville Annex	3114 Rosenberg Street, Needville, TX	5,600	4	33	132
Office of Emergency Management	307 Fort Street, and 701 South Fourth Street, Richmond, TX are combined as 307 Fort Street	12,612	4	25	100
Parks Dept. - Bates Allen	630 Charlie Roberts Ln. Kendleton, TX, including Shop Facility	1,500	12	24	288
Parks Dept. - Fifth Street Comm Center	3110 Fifth Street, Stafford, TX	13,109	12	24	288
Parks Dept. - Four Corners	15700 Old Richmond Rd, Sugar Land, TX including outdoor Restroom	2,788	12	24	288
Parks Dept. - Kitty Hollow	9555 Hwy 6 South, Missouri City, TX including Shop Facility	8,100	4	35	140
Parks Dept. - Mustang Community Center	4521 FM 521 N, Fresno, TX	4,353	12	24	288
Pinnacle Senior Center	5525 Hobby Road #A, Houston TX 77053	10,300	12	24	288
Precinct 1 Building	1517 Eugene Heimann Circle, Richmond, TX	27,810	12	24	288
Precinct 3 Annex	22333 Grand Corner Dr., Katy TX	23,310	12	24	288
Purchasing - Inventory Needville Facility Bldg M&O	9110 Long St., Needville, TX	5,640	4	34	136
Road & Bridge - Beechnut Facility	19310 Beechnut, Richmond, TX	13,605	4	30	120
Road & Bridge - Crabb Facility	201 Payne Land, Crabb, TX	22,858	4	30	120
Road & Bridge - Needville	3743 School Street, Needville, TX	21,100	4	34	136
Road & Bridge - Sugar Land Facility	12919 1/2 Dairy Ashford, Sugar Land, TX	10,000	4	34	136
Rosenberg Annex	4520 Reading Road, Rosenberg, TX	93,323	12	34	408

Initials of Bidders: 

Facilities to Service				Pest Management Inc. Vendor Name	
Location	Address	Square Footage	Times per Year (Monthly or Quarterly)	Bid Price	Extended Price
Sheriff Office/Jail West Tower to include:	1410 Williams Way, Richmond, TX	358,294	12	24	288
	Kitchen		12	13	156
	Outside		12	21	252
	Restrooms		4	15	60
	Pipe chases		4	41	164
	Lounges		4	15	60
Sheriff Office/Jail East Tower to include:	1410 Williams Way, Richmond, TX	213,000	12	24	288
	Kitchen		12	13	156
	Outside		12	21	252
	Restrooms		4	15	60
	Pipe chases		4	41	164
	Lounges		4	15	60
Sheriff Office/Radio Tower Bunker Bldg	210B Legion Drive Richmond, TX	386	4	25	100
Sheriff Office/2218 Building	4310 FM 2218 Richmond, TX 77469	3,000	4	24	96
Sheriff Office/Evidence Building	231 Legion Dr., Richmond, TX	3,698	4	25	100
Sheriff Office/Patrol Division	1410B Williams Way, Richmond, TX	7,260	4	25	100
Sheriff Office/Gus George Academy	1521 Williams Way, Richmond, TX	40,000	4	42	168
Vehicle Maintenance	230 Legion Drive, Richmond, TX	20,000	12	21	252
W.B. Travis Courthouse Annex Including Employee Clinic	309 Fourth St., Richmond, TX	8,871	12	24	288
Tax Office (entire bldg)	1317 Eugene Heimann Circle, Richmond, TX	29,229	12	24	288
Tunnel between S.O. and Justice Center	Under Williams Way between JC and SO	7,000	4	25	100
VFW Hall	819 Avenue H, Rosenberg, TX 77471	4,702	4	41	164
Total for all locations for one (1) year:					18692

Initials of Bidders: *fl*

Facilities to Service				Pest Management Inc. Vendor Name	
Location	Address	Square Footage	Times per Year (Monthly or Quarterly)	Bid Price	Extended Price
Sheriff Office/Jail West Tower to include:	1410 Williams Way, Richmond, TX	358,294	12	24	288
	Kitchen		12	13	156
	Outside		12	21	252
	Restrooms		4	15	60
	Pipe chases		4	41	164
	Lounges		4	15	60
Sheriff Office/Jail East Tower to include:	1410 Williams Way, Richmond, TX	213,000	12	24	288
	Kitchen		12	13	156
	Outside		12	21	252
	Restrooms		4	15	60
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Sheriff Office/Radio Tower Bunker Bldg	210B Legion Drive Richmond, TX	386	4	25	100
Sheriff Office/2218 Building	4310 FM 2218 Richmond, TX 77469	3,000	4	24	96
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Vehicle Maintenance	230 Legion Drive, Richmond, TX	20,000	12	21	252
W.B. Travis Courthouse Annex Including Employee Clinic	309 Fourth St., Richmond, TX	8,871	12	24	288
Tax Office (entire bldg)	1317 Eugene Heimann Circle, Richmond, TX	29,229	12	24	288
Tunnel between S.O. and Justice Center	Under Williams Way between JC and SO	7,000	4	25	100
VFW Hall	819 Avenue H, Rosenberg, TX 77471	4,702	4	41	164
Total for all locations for one (1) year:					18188

Initials of Bidders: *gl*

14.0 AWARD:

This contract will be awarded to the overall lowest and best bid.

15.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

15.1 Vendor Form

15.2 W9 Form

15.3 Tax Form/Debt/Residence Certification

CONTRACT SHEET
B15-021

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 18th day of August, 2014, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Pest Management Inc. (hereinafter designated Contractor).
(company name)

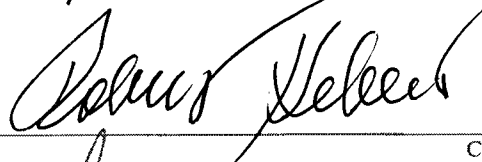
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Pest Control Services**, which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

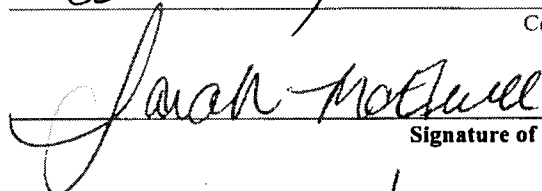
Executed at Richmond, Texas this 11 day of September, 2014.

By:



County Judge

By:



Signature of Contractor

By:

Sarah McElwaine / Director of Business
Printed Name and Title

Pest Management Inc.
14300 Northwest Freeway
Suite B4
Houston, Texas 77040
713.330.4002

Bid#15-021

REFERENCES

1. Name: University of Texas Intercollegiate Athletics
Contact Name: Heath Seaton
Address: PO BOX 7399, Austin Texas 78713
Telephone Number: 512.232.7018 Email: heath.seaton@austin.utexas.edu
Relationship: We have performed all the pest control services for all the UT athletic stadiums, offices, and training facilities since 2011. This account requires us to be on-site one to two times weekly.
2. Name: Department of Veteran Affairs – North Texas Health Care Center
Contact Name: Mr.Uche
Address: PO Box 149971, Austin Texas 78714
Telephone Number: 877.353.9791 Email: Eugene.uche@va.gov
Relationship: We have performed all pest control services for this hospital and its off-site clinics since 2010. We are on-site daily and spend about 40 hours per week at this account.
3. Name: Internal Revenue Services – Austin SPB
Contact Name: Pam Clay
Address: 3651 South IH35, Austin Texas 78741
Telephone Number: 512.460.8671 Email: Pamela.d.clay@irs.gov
Relationship: We have performed all the pest control services for this client since 2010. It is an all-inclusive contract that has us on-site one to two times per week.
4. Name: Fort Bend ISD
Contact: Mark Buentello
Address: 13600 Murphy Road, Stafford Texas 77477
Telephone: 281.634.5551 Email: mark.buentello@fortbendisd.com
Relationship: We have performed all pest control services for the school district since 2013. Our company has one technician dedicated to this account year round.

5. City of Austin – Convention Center

Contact: Jerry Slabaugh

Address: 500 E Cesar Chavez St, Austin Texas 78701

Telephone: 512.404.4314

Email: jerry.slabaugh@austintexas.gov

Relationship: Our Company services the City of Austin's convention centers and public attractions. The buildings total over 5 mil square feet. We are on-site at a minimum of once per week and perform general pest control service in addition to specialty services.



CERTIFICATE OF LIABILITY INSURANCE

HILLC-1

OP ID: NZ

DATE (MM/DD/YYYY)

07/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GSM Insurors-San Antonio P O Box 1478 Rockport, TX 78382 GSM Insurors CL-Nancy Zaiantz		CONTACT NAME: GSM Insurors CL-Nancy Zaiantz PHONE (A/C, No, Ext): 361-729-5414 E-MAIL ADDRESS: ddick@gsminsurors.com FAX (A/C, No): 361-729-3817	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Wesco Insurance Co	
		INSURER B: Torus	
		INSURER C: Technology Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			WPP112223500	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Special Form						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			80443H130 ALI	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 3,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3419964	06/05/2014	06/05/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E L EACH ACCIDENT \$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SAMPL-1 THIS CERTIFICATE IS FOR "BID PURPOSES ONLY" "Sample for insured purposes only-must be reissued if job or contract is awarded"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Nancy Zaiantz</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  State Farm Craig Sebek 1005 Sidney Baker Street Kerrville TX 78028-3354	CONTACT NAME: Sarah PHONE (A/C, No, Ext): 5128916301 FAX (A/C, No): E-MAIL: sarah@pestmanagementcorp.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Pest Management Inc. 877 Harper RD Kerrville TX 78028	NAIC # 25178	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			199 6608-F01-53B	05/20/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate Only
For Bid Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Pest Management Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 1807 W. Slaughter Lane #1 City, state, and ZIP code Austin, Texas 78748	Requester's name and address (optional)
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		

Employer identification number									
0									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Sarah McElwee</i>
-----------	--

Date ▶ *8/18/14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847

1-877-542-2474

For the hearing impaired: (1-800-735-2989)
TDD (1-800-735-2988) VOICE

www.tda.state.tx.us

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

PEST MANAGEMENT INC

14300 NORTHWEST FRWY UNIT B-4
HOUSTON TX 77040

TDA TPCL No. : 0661913

SPCB TPCL : NA

Issue Date : 11/30/2013

Expiration Date : 11/30/2014

TEXAS DEPARTMENT OF AGRICULTURE
STRUCTURAL PEST CONTROL SERVICE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) 542-2474

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.tda.state.tx.us/spcs

COMMERCIAL CERTIFIED APPLICATOR

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.

MARK A NEULING

PEST MANAGEMENT INC

14300 NORTHWEST FRWY UNIT B-4
HOUSTON TX 77040

TDA TPCL No. : 0661913

License No. : 0561257

SPCB TPCL : NA

Expires : 11/30/2014

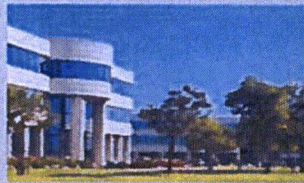
Categories:
T,P



CAPABILITIES STATEMENT



In 1957, a small company called Hill Country Pest Control began providing professional, quality pest control services to the people of Central Texas. From the beginning, the company's mission has been to provide the highest level of service to customers by employing the latest, most effective technology and resources available and ensuring they are one of the most knowledgeable pest control companies in the industry. Early on, they learned that pest control is about understanding the biology of insects, and finding ways to reduce populations without relying solely on chemical applications. Following these guidelines, Hill Country Pest Control has become a premier pest service provider across the Southern U.S. as Pest Management Inc.



CORE COMPETENCIES

Full service pest management service for Residential, Commercial, and Government clients with an emphasis in Integrated Pest Management (IPM). We are also helping to develop LEED's based pest management for the commercial buildings that are seeking their LEED certifications.

Bat Control and Exclusion	Bed Bug Canine Scent Detection	Bed Bug Thermal Remediation
Bee Control and Removal	Bird Control and Exclusion	Flying Insect Control
Lawn/Ornamental Services	Mosquito Control	Pre-Construction Termite Applications
Rodent Control	Termite Baiting Systems	Termite Control
Weed Control	Wildlife Control and Removal	

QUALIFICATIONS

Today, Pest Management Inc. is a recognized leader in the pest control industry, due to our expertise in the field of entomology and high standards of customer service. Our protocols have been implemented nationwide and documented on the National Geographic series "Invaders". We currently are licensed in the states of Texas, Louisiana, Mississippi, Georgia and Florida. We exceed over 1000 commercial contracts in the following industries:

Airlines & Transportation	GSA/Federal	Healthcare	Local/State
Lodging & Hospitality	Manufacturing	Multi-Family	Restaurants & Food Service
Retail	Universities & Schools	Warehouses	

PERFORMANCE

Our Entomologists, Integrated Pest Management experts and business professionals inspect, monitor, identify and implement pest management solutions for clients such as:

Chain Store	Cinemark Theaters	City of Austin
Continental Airlines	Corps of Engineering – Army	Fort Hood Military Base
Houston Housing Authority	Internal Revenue Services	Texas A&M University System
Texas VA Hospital System	University of Texas System	

WHAT SETS PEST MANAGEMENT, INC. APART FROM THE COMPETITION?

Our People, their training and experience
 Performance-Based Processes
 IPM- Integrated Pest Management Solutions –Inspection, Sanitation, Cultural controls, Biological controls, Mechanical controls, judicious use of pesticides and customer education and communication
 Client Relationship Management
 Easy to do business with

MAIN NUMBER 786.141272

TOLL FREE 800.502.47

PHOTOGRAPHY

Small Business Enterprise
 Service Disabled Veteran
 Owned Business

CERTIFICATIONS

Small Business Enterprise
 Service Disabled Veteran
 Owned Business

GRAPHICS 214.141600

TXM23014 03/AC070

RayBough 145.14

WEBSITE

www.PestManagementInc.com

EMAIL

Sarah@pestmanagementcorp.com

POC

Sarah McElroy

PHONE

(512) 298-1002

FAX

(512) 298-1002

CORPORATE ADDRESS

1807 W. Slaughter Lane
 Bldg 1
 Austin, Texas 78748