

Solicitation 03490-09

Services: Exterminator, Pest Control, Termite
Prevention/Treatment



Collin County

Bid 03490-09

Services: Exterminator, Pest Control, Termite Prevention/Treatment

Bid Number	03490-09
Bid Title	Services: Exterminator, Pest Control, Termite Prevention/Treatment
Bid Start Date	In Held
Bid End Date	Aug 13, 2009 2:00:00 PM CDT
Question & Answer End Date	Aug 10, 2009 3:00:00 PM CDT
Bid Contact	Rachael Warren Contracts Administrator Purchasing 972-548-4724 ext 4124 rwarren@co.collin.tx.us
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	90 days
Pre-Bid Conference	Aug 6, 2009 10:00:00 AM CDT Attendance is optional Location: Central Plant/Facilities Conference Room 2ND Floor 4600 Community Avenue McKinney, Texas 75071
Standard Disclaimer	<p>***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).***</p> <p>Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.</p> <p>All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.</p>
Bid Comments	Bidder shall provide pricing for treatment per square foot, per linear or per hour as stated per line item for exterminating, pest control, termite and other pests.

Item Response Form

Item 03490-09-1-01 - State price per square foot for Exterminating Services
 Quantity 1 square foot
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
 Bidder shall state price per square foot for Exterminating Services as defined in Section 4.28 Part 1.

Item 03490-09-1-02 - State price per Linear Foot for Exterminating Services
 Quantity 1 linear foot
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
 State price per linear foot for Exterminating Services as defined in Section 4.28 Part I.

Item 03490-09-1-03 - State price per hour for Exterminating Services
 Quantity 1 hour
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
 State price per hour for Exterminating Services as defined in Section 4.28 Part I.

Item 03490-09-1-04 - State price per linear foot for Termite Prevention/Treatment
 Quantity 1 linear foot
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.

See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description

State price per linear foot for Termite Prevention/Treatment as defined in section 4.29 Part II.

Item 03490-09-1-05 - State price per square foot for other pests
 Quantity 1 square foot
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description

State price per square foot for other pests as defined in section 4.30 Part III.

Item 03490-09-1-06 - State price per linear foot for other pests
 Quantity 1 linear foot
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description

State price per linear foot for other pests as defined in section 4.30 Part III.

Item 03490-09-1-07 - State price per hour for other pests
 Quantity 1 hour
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description

State price per hour for other pests as defined in section 4.30 Part III.

Item 03490-09-1-08 - State price for Rat Glue Traps (case)
 Quantity 1 case
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
State price per case for Rat Glue Traps.

Item 03490-09-1-09 - State price for Mice Glue Traps (case)
 Quantity 1 case
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
State price per case for Mice Glue Traps.

Item 03490-09-1-10 - State price for Plastic Bait Stations (each)
 Quantity 1 each
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
State per each price for Plastic Bait Stations.

Item 03490-09-1-11 - State price for Covered Monitoring Traps (case)
 Quantity 1 case
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
State price per case for Covered Monitoring Traps.

Item 03490-09-1-12 - State price for annual cleaning per section 4.28.2 of Part 1 Specifications
 Quantity 1 year
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
Bidder shall state price for annually cleaning per section 4.28.2 of Part 1 Specifications

Item 03490-09-1-13 - State Price for Fogging Public Works Center
 Quantity 1 square foot
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
 Fogging ~ Public Works Center
 700 A Wilmeth
 McKinney, TX 75071

Item 03490-09-1-14 - State price per square foot for Additional/Special Services per section 4.27
 Quantity 1 square foot
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
 State price per square foot for Additional/Special Services Required and approved by Collin County as stated in section 4.27.

Item 03490-09-1-15 - State Price per linear foot for Addtional /Special Services per section 4.27
 Quantity 1 linear foot
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description
 Price per linear foot for addtional /special services required and approved by Collin County as stated in section 4.27.

Item 03490-09-1-16 - State Price per Hour for Addtional /Special Services per section 4.27
 Quantity 1 hour
 Unit Price
 Delivery Location Collin County
Collin County- See P.O.
 See P.O. for Delivery Location
 See P.O. TX -
 Qty 1

Description

State Price per hour for Additional /Special Services as stated in section 4.27

Item	03490-09-1-17 - State price per square foot to treat perimeter and plumbing per section 4.27
Quantity	1 square foot
Unit Price	<input type="text"/>
Delivery Location	Collin County <u>Collin County- See P.O.</u> See P.O. for Delivery Location See P.O. TX - Qty 1
Description	Rate per square foot to treat perimeter and plumbing as stated in section 4.27



COLLIN COUNTY, TEXAS

INVITATION FOR BID

ELECTRONIC OR HARD COPY PAPER BIDS SHALL BE SUBMITTED AND RECEIVED NO LATER THAN BID END TIME AS FOLLOWS:

2:00 P.M., Thursday, August 13, 2009

SUBMIT SEALED HARD COPY PAPER BIDS TO:

Office of the Collin County Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd. Suite 3160
McKinney, Texas 75071

MARK ENVELOPE:

IFB No. 03490-09
Services: Exterminator, Pest Control and Termite Prevention Treatment

ALL BIDS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT BEFORE OPENING DATE AND TIME

Public opening of bids is scheduled to be held in the Office of the Purchasing Agent:
Collin County Administration Building
2300 Bloomdale Rd., Ste. #3160
McKinney, Texas 75071

If bidder does not wish to submit a bid at this time, please submit a "NO BID" by the same time and at the same location as stated above and state the reasons for such.

Awards should be made not more than ninety (90) days after opening date.

Collin County is always conscious and extremely appreciative of your time and effort in preparing this bid. Requests for information should be directed to:

Rachael M. Warren
Contract Administrator, Purchasing Dept
Collin County Administration Building
2300 Bloomdale Rd., Suite 3160
McKinney, Texas 75071
Telephone: 972/548-4124 or;
Dallas Metro: 972/424-1460 ext. 4124
Facsimile: 972/548-4694

RESULTS WILL NOT BE GIVEN BY TELEPHONE



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.1.4 Professional liability insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your based policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.3.2 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.3 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

- 3.5.1 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- 3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS:

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Services: **IFB No. 03490-09 Exterminator, Pest Control and Termite Prevention/Treatment.**

4.2 Purpose: The intended purpose for this Invitation For Bid is to provide sufficient information to obtain a qualified bidder for exterminator, pest control and termite services for various locations within Collin County.

4.3 Pre-Bid Conference: A pre-bid conference will be held 10:00 A.M., Thursday, August 6, 2009 at the Collin County Central Plant located at 4600 Community Blvd. McKinney, Texas, 75071. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

4.4 Term: Provide for a multi-year contract commencing on October 1, 2009 and continuing through and including September 30, 2010, with the option to renew. Collin County may consider a renewal for four (4) one year periods based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Collin County Commissioners' Court each period. Once the renewal option is exhausted, the contract must be re-bid.

4.5 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.6 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.7 Price Re-determination: A price re-determination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) and forty-eight (48) month anniversary dates of the contract. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination such as Manufacture's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and the best bid. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

4.8 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

4.9 Samples/Demos: When requested, samples/demos shall be furnished to the County at no expense.

4.10 Descriptive Literature: Each bidder is requested to submit with this bid FIVE (5) copies of descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the product(s) bid. Failure to provide literature with this Invitation For Bid may result in rejection of the bid or that part of the bid.

4.11 Approximate Usage: Square footage has been provided for each of the buildings and/or areas to be treated. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Services will be ordered on an as-needed basis.

4.12 Responsibilities: Each bidder shall be held responsible to have a full understanding of these specifications and the County's needs and is cognizant of all factors relating to requirements contained in these specifications as no extra charges or compensation will be allowed after bids are opened.

4.13 Security Clearance: The vendor's representative to Collin County shall require a Security Clearance to perform services in the Detention area of the Justice Center, and the Minimum Security and Juvenile Detention facilities. This clearance will be obtained from the Jail Supervisor on duty.

4.14 Inspection: Vendor shall make monthly inspections and furnish a written plan of action detailing how and when correction of discrepancies will be accomplished in order to eliminate complaints. The vendor shall have a regular systematic inspection by the supervisor to maximize efficiency at all times. Upon request, inspections shall be made with Collin County's designated representative.

Collin County reserves the right to make periodic, unannounced inspections without the vendor being present. If after inspection problem areas are not corrected immediately (within one (1) working day), unless emergency (within four (4) hours), and must be corrected using outside source other than vendor, charges for such services shall be deducted from monthly payment for failure to perform per the contract terms.

4.15 Materials and Services shall be subject to the County's approval. If services are found to be unsatisfactory, treatment(s) shall be repeated or reapplied at no additional expense to the County.

4.16 Schedule of Services: Services will include treatment of facilities listed herein on a once a month basis, at a minimum. Normal working business hours are 8:00 a.m. until 5:00 p.m. Monday through Friday. Collin County may request some buildings and/or some individual departments to be treated other than normal working hours at no additional cost to Collin County. Problem areas will be attended as needed during

interim at no additional cost to Collin County. Response time for problem areas shall be the following: Calls between 8:00 a.m. and 12:00 noon--response time will be before 5:00 p.m. the same day. Calls between 12:00 noon and 5:00 p.m.--response time will be before noon the following day.

4.17 Report of Services: On a monthly basis, vendor shall submit to the Collin County Building Superintendent, a Pest Control/Exterminating Services Log Sheet (see Exhibits A - D) or a Termite Services Log Sheet (see Exhibit E), which shall be completed showing the dates of service for each of the County's locations included under this contract.

4.18 Addition/Deletion of Services: Collin County reserves the right to make changes to the contract if the County adds buildings; discontinues buildings being serviced; or otherwise makes other permanent improvements on property being maintained under this contract. Collin County also reserves the right to temporarily discontinue services in any particular office if it is determined by Collin County to be in the best interest of the County. At the same time Collin County reserves the right to resume those services temporarily halted. If this occurs, Collin County will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued by the Purchasing Department.

4.19 Contract Agreement: The vendor agrees to maintain and assure that the facilities stated herein shall remain pest free according to the schedule of services. All work performed in fulfilling the requirements of this contract will be accomplished by competent personnel utilizing the highest professional exterminating, pest control or termite prevention/treatment methods and following procedures, supervision, material equipment and supplies/chemicals as herein stated in this specification.

4.20 Safety: The vendor or representative's responsibility is the protection of all site facilities, personnel and County customers. The vendor shall supply Collin County with copies of Material Safety Data Sheets (MSDS) showing complete chemical breakdown of all chemicals being used within ten (10) days after notification of award. Collin County reserves the right to require the vendor to discontinue the use of chemicals or request a change of chemicals at any time at no cost to the County.

Vendor must comply with U.S. Department of Labor Occupational Safety and Health Hazard Communication 1910.1200 in using chemicals, provide necessary material safety data sheets for chemicals used and meet all requirements of the labor law.

Vendor shall not use insecticides or any chemicals which do not meet FDA requirements.

4.21 Vendor shall have all approved local, state and federal licenses and conform to all licensing requirements to include, but not limited to, the posting of signs. Pest control signs must be posted at least forty-eight (48) hours prior to treatment in an area of common access. The information on the sign will allow individuals to obtain information as to the type of pesticide to be used.

4.22 Vendor shall respond to interim service calls at no further cost to the County.

4.23 Vendor shall notify the building superintendent's office prior to treatments and upon completion of treatments to any/all buildings. Vendor shall call 972-547-5339 or Dallas Metro 972-424-1460, ext. 5339 to report prior to and upon completion of treatment. **Failure to report to Central Plant as defined above shall be considered as non-treatment for those buildings, and deductions in payment shall be made accordingly.** Vendor shall be accompanied by Collin County Sheriff's Office or Facilities Maintenance personnel while treating the Detention area of the Justice Center, Minimum Security Facility, and Juvenile Detention Center Facility.

4.24 Vendor shall provide a list of names of employees in company that would be available for service to Collin County for regular service and emergency calls. Vendor shall notify the Collin County building superintendent's office of any changes to the current list of employee's names on file with Collin County.

4.25 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendors /Contractor /Provider shall provide a list of individuals to Collin County Purchasing Department within five (5) working days of commencing work.

4.26 Exterminating, pest control and termite prevention/treatment services as described herein are to be performed at the locations listed below:

<u>FACILITY</u>	<u>APPROX. SQ.FT.</u>
Administration Facility 2300 Bloomdale Road McKinney, Texas	94,101
Collin County Justice Center 4300 Community Avenue McKinney, Texas	
Detention Facilities	410,836
Sheriff Administration Bldg.	80,209
Spray Jail Dock Area <u>Weekly</u>	1,000
Central Plant 4600 Community Avenue McKinney, Texas	26,564

Central Plant Metal Shop 4600 Community Avenue McKinney, Texas	4,800
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<u>FACILITY</u>	<u>APPROX. SQ. FT.</u>
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Juvenile Detention Center Facility 4700 Community Avenue McKinney, Texas	54,908
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Minimum Security Facility 4800 Community Ave McKinney, Texas	46,337
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University Drive Courts Facility 1800 N. Graves Street McKinney, Texas	174,978
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Public Works Service Center 700A West Wilmeth Road McKinney, Texas	21,700
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Public Works Service Center Red Barn Annex 700 A West Wilmeth Road McKinney, Texas	5,000
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Public Works Storage Barn 700 A Wilmeth Road McKinney, Texas	1,440
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Public Works Farmersville Precinct Barn 1269 State Highway 78 North Farmersville, Texas	3,500
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Public Works Weston Barn 3821 West FM 455 Anna, Texas	5,000
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Medical Examiner Facility 700B Wilmeth Road McKinney, Texas	9,509
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Myers Park Facilities Route 4, Box 149C McKinney, Texas	
Haggard House	1,500
Wells Building	14,000
The Landing	6,000
Baxter House** covered for termites only**	

Health Care Annex 825 North McDonald McKinney, Texas	46,812
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<u>FACILITY</u>	<u>APPROX. SQ. FT.</u>
Constable & Justice of the Peace Precinct 2 468 A Raymond Street Farmersville, Texas	3,000
Constable & Justice of the Peace Precinct 4 8585 John Wesley Frisco, Texas	8,200
Park Plaza Facilities Plano, Texas	
900 E. Park Blvd.	27,200
920 E. Park Blvd.	40,626

4.27 Additional/Special Services: The vendor may be required by Collin County to perform additional/special services outside the normal contract requirements. These services may require personnel/equipment or both. The services will be approved by Collin County in writing prior to services being performed and shall be billed and paid for by the Collin County under a separate invoice at the rate per linear foot and/or square foot or hourly rate awarded to the vendor. Vendor shall state the total amount bid for the following:

- 4.27.1 Rate per square foot for additional/special services required and approved by Collin County.
- 4.27.2 Rate per linear foot for additional/special services required and approved by Collin County.
- 4.27.3 Rate per square foot to treat perimeter and plumbing.

- 4.27.4 Rate per hour for additional/special services required and approved by Collin County.
- 4.27.5 State minimum charge, if any for service calls.

IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO INSTRUCT AND INFORM ITS EMPLOYEES OF THE TERMS AND CONDITIONS, AND REQUIREMENTS OF THIS INVITATION FOR BIDS AND RESULTING CONTRACT.

4.28 Specifications – Part I: Exterminating and Pest Control Treatment Services.

4.28.1 Definition of Pests Covered: Pests that are covered under the monthly requirements of this contract are those pests normally controlled, including, but not limited to, non-wood damaging pests, insects or rodents which enter a facility to live, breed, infest and cause damage or create health hazards (i.e., rats, mice, roaches, ants, water bugs, silver fish, crickets, mosquitoes, spiders, scorpions, lizards, snakes and wasps).

4.28.2 Vendor shall clean all plumbing chases, treat with chemicals and replace sticky traps (2) Two times per year in the Clusters, Pods, Medical Areas and Lower Book-in area of the Detention Center Facility, Minimum Security Facility, and the Juvenile Detention Center Facility.

4.28.3 Vendor shall remove ceiling tiles in the areas that will be fogged for treatment of pests to ensure complete fogging of facilities with drop ceilings.

4.28.4 Vendor shall fog the Public Works Service Center Buildings located at 700A Wilmeth Road, McKinney, TX, and Farmersville Precinct Barn, 1269 State Highway 78 North, Farmersville, TX, a minimum of (3) Three times per year due to Brown Recluse Spiders.

4.28.5 Collin County Forms: Attached to this bid are forms titled "Collin County Exterminating/Pest Control Reporting Log" (Exhibits A, B, C and D), which shall be provided to the vendor. Vendor and/or employees shall complete this form and submit to the Collin County Building Superintendent once a month showing dates services were performed. A separate form shall be filled out and turned in monthly to the Building Superintendent's office for the following:

4.28.5.1 Minimum Security Facility at 4800 Community Avenue, McKinney, Texas

4.28.5.2 Collin County Detention Center Facility at 4300 Community Avenue, McKinney, Texas

- 4.28.5.3 Juvenile Detention Center Facility at 4700 Community Avenue, McKinney, Texas
- 4.28.5.4 All other buildings inclusive

Please note that reporting on separate forms for items 4.29.5.1, 4.29.5.2, and 4.29.5.3 is a regulatory requirement of the Texas Jail Standards Commission (Exhibits B, C & D).

4.29 Specifications – Part II: Termite Prevention/Treatment Services

4.29.1 Definition of Termite Covered: Those pests covered under this section are termites and other wood destroying insects. Bidder is requested to state, in the space provided, the price per linear foot for prevention/ treatment of termites.

4.29.2 The general scope of work required shall include, but not limited to, the initial inspection of accessible areas of each structure; preparation and submission of a Termite Treatment plan for each structure containing active termite colonies and/or damages.

4.29.3 After initial treatment annual inspections are required on the treated building during their warranty period.

4.29.4 Subterranean termite treatment and control as required herein shall consist of chemically treating the soil and bases of the structure in a manner that prevents any termites from existing within the structure.

4.29.5 The proposed Termite Treatment plan submitted by the vendor shall reflect any conditions which, if not corrected by the Collin County, will adversely impact treatment of any of the included structures. The plan will also reflect any existing damages to the structure.

4.29.6 Each treated building and/or related structure shall be guaranteed for a period of two (2) years against further attacks and damage from subterranean termites following application of initial treatment and any subsequent treatment. Any and all new damages shall be repaired by the vendor at no additional cost.

4.29.7 Selected vendor shall have an organization predominantly and regularly engaged in the performance of the majority of work prescribed in this bid.

4.29.8 Collin County Forms: Attached to this bid are forms titled "Collin County Termite Control Reporting Log" (Exhibits E), which shall be provided to the vendor. Vendor and/or employees shall complete this form and submit to the Collin County Building Superintendent once a month showing dates services were

performed. A separate form shall be filled out and turned in monthly to the Building Superintendent's office for each building covered.

4.29.9 The following County buildings are currently covered under warranties for termite treatment. Bidder shall provide pricing in the space provided for continuation of warranty should such coverage be elected by Collin County.

4.29.9.1 Collin County Youth Park Facility – Baxter House
 Area Treated: 200 Linear Feet
 Date of Initial Treatment: April 6, 2004
 Warranty: Initial period for three (3) years from date of service.
 Renewable.

4.29.9.2 Collin County Central Plant
 Area Treated: 377 Linear Feet
 Date of Initial Treatment: April 28, 2003
 Warranty: Initial period for three (3) years from date of service.
 Renewable.

4.29.9.3 Park Plaza – 920 Building
 Area Treated: 960 Linear Feet
 Date of Initial Treatment: 4/28/03
 Warranty: Initial period for three (3) years from date of service.
 Renewable.

4.29.9.4 Park Plaza – 900 Building
 Area Treated: 716 Linear Feet
 Date of Initial Treatment: October 18, 2002
 Warranty: Initial period for three (3) years from date of service.
 Renewable.

4.29.9.5 Collin County Public Works - 700 A W Wilmeth Road
 Area Treated: 250 Linear Feet
 Date of Initial Treatment: October 18, 2002
 Warranty: Initial period for three (3) years from date of service.
 Renewable.

4.29.9.6 Collin County The Landing Building
 Area Treated: 356 Linear Feet
 Date of Initial Treatment: October 18, 2002
 Warranty: Initial period for three (3) years from date of service.
 Renewable.

4.29.10 Prices shall be provided on a per square foot, per linear foot and hourly rate basis for the initial treatment.

4.30 Specifications – Part III: Other Pest Services

4.30.1 Definition of Other Pests Covered: Pests covered under this section would be any pests not included in Parts I and II above, to include but not limited to fleas, ticks and pest birds. Bidder is requested to state, in the space provided, the price per square foot, linear foot and price per hour for prevention and/or treatment.

4.30.2 Collin County Forms: Attached to this bid are forms titled "Collin County Pest Control (Other) Reporting Log" (Exhibits F, G, H & I), which shall be provided to the vendor. Vendor and/or employees shall complete this form and submit to the Collin County Building Superintendent once a month showing dates services were performed. A separate form shall be filled out and turned in monthly to the Building Superintendent's office for the following:

- 4.30.2.1 Minimum Security Facility at 4800 Community Avenue, McKinney, Texas
- 4.30.2.2 Collin County Detention Center Facility at 4300 Community Avenue, McKinney, Texas
- 4.30.2.3 Juvenile Detention Center Facility at 4700 Community Avenue, McKinney, Texas
- 4.30.2.4 All other buildings inclusive

Please note that reporting on separate forms for items 4.30.2.1, 4.30.2.2, and 4.30.2.3 is a regulatory requirement of the Texas Jail Standards Commission (Exhibits G, H & I).

5.0 BID FORM(S)

5.1 BY SIGNING AND SUBMITTING THIS BID, BIDDER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE BID TERMS AND CONDITIONS AND CAN PROVIDE THE MINIMUM REQUIREMENTS STATED HEREIN. BIDDER HAS VISITED THE SITE, PERFORMED INVESTIGATIONS AND VERIFICATIONS AS DEEMED NECESSARY, IS FAMILIAR WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND WILL BE RESPONSIBLE FOR ANY AND ALL ERRORS IN BID SUBMITTAL RESULTING FROM BIDDER'S FAILURE TO DO SO.

BIDDER CERTIFIES THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER BIDDER OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS.

5.2 Prices bid shall *only* be considered if they are provided in the appropriate space(s) on the bid form. For consideration, any additions or deductions to the bid prices offered must be shown under the exceptions section of the bid. Extraneous numbers, prices, comments, etc. appearing elsewhere on the bid shall be deemed to have no effect on the prices offered in the designated locations.

5.3 THE SPECIFICATIONS are minimum requirements and are intended to govern, in general, the size and type of signs/materials desired. Any exceptions to these minimum specifications shall be stated in the space provided.

5.4 Pricing Schedule: Purchase Items shall conform to the specifications listed in **SECTION 4.0, SPECIAL CONDITIONS AND SPECIFICATIONS**. Quantities listed for each line item are estimates only. Items will be ordered on an as needed basis.

5.5 As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an Interlocal Agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company	<input type="text"/>
Title of Officer	<input type="text"/>
Name of Officer	<input type="text"/>
Date:	<input type="text"/>

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	€	Yes	€	No
Plan Room?	€	Yes	€	No
Collin County Web-Site?	€	Yes	€	No
Facsimile or email from BidSync?	€	Yes	€	No
Other <input type="text"/>				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	€	Yes	€	No
Downloaded from Company Computer?	€	Yes	€	No
Requested a Copy from Collin County?	€	Yes	€	No
Other <input type="text"/>				

Thank You,

Collin County Purchasing Department

**COLLIN COUNTY, TEXAS
STATEMENT OF NO BID**

Collin County is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting solicitations to the County. If you do not intend to bid on this requirement, please complete this form electronically via BidSync or forward to: Michalyn Rains, Contracts Manager, Collin County, 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071, fax 972-548-4694 or email mrains@co.collin.tx.us.

We, the undersigned, have declined to bid on your IFB/RFP/RFI/RFQ# for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only. (Please explain reason below)
- Specifications unclear. (Please explain below)
- Insufficient time to respond to solicitation.
- We do not offer this product/s or equivalent. (If you wish to remain on the bidders list for other commodities and/or services, please go to www.bidsync.com to review your previous selections and make the required changes.)
- Our product schedule would not permit us to perform.
- Unable to meet specifications.
- Job too large.
- Job too small.
- Cannot provide required bonding.
- Cannot provide required insurance.
- Bidding through dealer.
- Do not wish to do business with Collin County. (Please explain below)
- Other (Please specify below)

REMARKS:

Company Name:

Address:

City:

State:

Zip:

Contact Name:

Title:

Business Telephone Number:

Fax:

Email Address:

Company's Internet Web Page URL:

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: jn Yes jn No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship jn Yes jn No

General Partnership jn Yes jn No

Limited Partnership jn Yes jn No

Corporation jn Yes jn No

Other jn Yes jn No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? jn Yes jn No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL 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/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> ▲ ▼ </div> </div>	
<p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> ▲ ▼ </div> </div>	

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

**5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

Exhibit A

Collin County Exterminating/Pest Control Reporting Log

Month of _____ 20____
Services Performed Once Monthly

<u>Location</u>	<u>Dates of Service Each Month</u>
Courthouse	_____
Collin County Administration Building	_____
Sheriff Administration	_____
Central Plant	_____
University Drive Courts Facility	_____
Health Care Annex	_____
900 – Park Plaza	_____
920 – Park Plaza	_____
Medical Examiner	_____
Public Works Service Center	_____
Public Works Service Center Annex	_____
Farmersville Precinct Barn	_____
Youth Park – Haggard House	_____
Youth Park – Wells Building	_____
Youth Park – Home Economics Building	_____
Constable/JP2 Farmersville	_____
Constable/JP4 Frisco	_____

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:
Collin County Central Plant
4600 Community Avenue
McKinney, TX 75070
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Exhibit B

Collin County Pest Control/Exterminating Reporting Log

Month of: _____ 20____
Services Performed Once Monthly

Location

Dates of Service Each Month

Collin County Detention Center Facility
4300 Community Ave
McKinney, TX 75071

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:

Collin County Central Plant
4600 Community Avenue
McKinney, TX 75071
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Exhibit C

Collin County Pest Control/Exterminating Reporting Log

Month of: _____ 20____
Services Performed Once Monthly

Location

Dates of Service Each Month

Minimum Security Jail
4800 Community Avenue
McKinney, TX 75071

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:

Collin County Central Plant
4600 Community Avenue
McKinney, TX 75071
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Exhibit D

Collin County Termite Control/Exterminating Reporting Log

Month of: _____ 20____
Services Performed Once Monthly

Location

Dates of Service Each Month

Juvenile Detention Center
4700 Community Avenue
McKinney, TX 75071

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:

Collin County Central Plant
4600 Community Avenue
McKinney, TX 75071
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Exhibit E

Collin County Termite Control/Exterminating Reporting Log

Month of: _____ 20____
Services Performed Once Monthly

Location

Dates of Service Each Month

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:

Collin County Central Plant
4600 Community Avenue
McKinney, TX 75071
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Exhibit F

Collin County Exterminating/Pest Control (Other) Reporting Log

Month of _____ 20____
Services Performed Once Monthly

<u>Location</u>	<u>Dates of Service Each Month</u>
Courthouse	_____
Collin County Administration Building	_____
Sheriff Administration	_____
Central Plant	_____
University Drive Courts Facility	_____
Health Care Annex	_____
900 – Park Plaza	_____
920 – Park Plaza	_____
Medical Examiner	_____
Public Works Service Center	_____
Public Works Service Center Annex	_____
Farmersville Precinct Barn	_____
Youth Park – Haggard House	_____
Youth Park – Wells Building	_____
Youth Park – Home Economics Building	_____
Constable/JP2 Farmersville	_____
Constable/JP4 Frisco	_____

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:

Collin County Central Plant
4600 Community Avenue
McKinney, TX 75070
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Exhibit G

Collin County Pest Control/Exterminating (Other) Reporting Log

Month of: _____ 20____
Services Performed Once Monthly

Location

Dates of Service Each Month

Collin County Detention Center Facility
4300 Community Ave
McKinney, TX 75071

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:

Collin County Central Plant
4600 Community Avenue
McKinney, TX 75071
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Exhibit H

Collin County Pest Control/Exterminating (Other) Reporting Log

Month of: _____ 20____
Services Performed Once Monthly

Location

Dates of Service Each Month

Minimum Security Jail
4800 Community Avenue
McKinney, TX 75071

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:

Collin County Central Plant
4600 Community Avenue
McKinney, TX 75071
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Exhibit I

Collin County Termite Control/Exterminating (Other) Reporting Log

Month of: _____ 20____
Services Performed Once Monthly

Location

Dates of Service Each Month

Juvenile Detention Center
4700 Community Avenue
McKinney, TX 75071

Special Services Performed on Date: _____

Signed: _____

Return Completed and Signed to:

Collin County Central Plant
4600 Community Avenue
McKinney, TX 75071
Attn: Building Superintendent
(972) 547-5330 or Dallas Metro 424-1460, ext. 5330

Question and Answers for Bid #03490-09 - Services: Exterminator, Pest Control, Termite Prevention/Treatment

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.