



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark., County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

June 22, 2009

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 09-109 KJS, Term Contract for Pest Control Service for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Pest Control Service for Jefferson County
BID NO: IFB 09-109/KJS
DUE DATE/TIME: 11:00 AM, July 27, 2009
MAIL OR DELIVER TO: Jefferson County Purchasing Division
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Contract Specialist-Senior Buyer, at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark
Purchasing Agent
Jefferson County, Texas

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Port Arthur News – June 24, 2009 & July 1, 2009

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BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**
This page is the Table of Contents
- 3. **Offer and Acceptance Form**
This page is the Table of Contents
- 4. **General Requirements**
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - g. **Reference Sheet**
 - h. **Other**
From time to time other attachments may be included.

INSTRUCTIONS TO BIDDERS

1. Bid Submission

- A. Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701
- B. Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- C. All bids shall be tightly sealed in an opaque envelope and plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.
- D. Late bids will not be accepted and will be returned to the bidder.
- E. All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Preparation of Bids

- A. The bid shall be legibly printed in ink or typed.
- B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.
- C. The bid shall be legally signed and shall include the complete address of the bidder.
- D. Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to

be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson 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 offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

6. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

8. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

9. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

10. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

11. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

12. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

13. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

14. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

15. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

- C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

16. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid IFB 09-109/KJS and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____	For clarification of this offer, contact:
Company Name	
_____	_____
Address	Name
_____	_____
City State Zip	Phone Fax
_____	_____
Signature of Person Authorized to Sign	E-mail

Printed Name	

Title	

ACCEPTANCE OF OFFER:

The Offer is hereby accepted for the following items: Pest Control Services for Jefferson County. Contract Term: August 3, 2009- August 2, 2010.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 09-109/KJS/DG. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Ron Walker
County Judge

Date

Carolyn Guidry
County Clerk

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. BIDDING

A. Bids

All bids must be submitted on the bid form furnished in this package.

B. Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. Late Bids

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive.

D. Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

E. Withdrawal of Bids After Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

G. Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and

descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. **As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.**

H. Alternates

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

J. Bid Alterations

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. Tax Exempt Status

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

M. Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

N. Silence of Specifications for Complete Units

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid

price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

O. Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

P. General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

Q. General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

S. Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

T. Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

U. Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the

County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE

A. Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

D. Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

F. Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

H. Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

I. Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

J. OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

K. Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

L. Samples, Demonstrations and Testing

At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

M. Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

3. PURCHASE ORDERS AND PAYMENT

A. Purchase Orders

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work

orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

C. Funding

Jefferson County is operated and funded on an October 1 to September 30 bases; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT

A. Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

B. Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option for up to a four (4) year period.

C. Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

D. Price Re-determination

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer'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., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be

an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

E. Termination for Default

Jefferson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Jefferson County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

F. Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

H. Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas local government code.

I. Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

J. Uniform Commercial Code

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

K. Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

L. Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

M. Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED BID". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

3. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

4. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

5. Minimum Insurance Requirements

- A. The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- B. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

- C. Upon request, certified copies of original insurance policies shall be furnished to Jefferson County.
- D. The County reserves the right to require additional insurance should it deem necessary.
- E. Workers' Compensation (with Waiver of subrogation to Jefferson County) Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Jefferson County shall be named as "additional insured" on workers' compensation policy.

- F. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Jefferson County shall be named as "additional insured" on commercial general liability policy.

- G. Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Jefferson County shall be named as "additional insured" on automobile policy.

MINIMUM SPECIFICATIONS

The following requirements and specifications supercede General Requirements where applicable. Contact Karen J. Smith, Senior Buyer (e-mail: ksmith@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 09-109/KJS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for pest control services and related items for one year, beginning August 3, 2009. **Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.**

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment pest control services for all areas and building specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

Description

The contractor shall furnish and deliver as required pest control services that consist of baiting as the primary control, and spraying as the secondary control (if needed), for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive pest control services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA). Chemicals and poisons shall be utilized with care in the following manner:

1. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.
2. Chemicals and/or baits to be used shall be specifically designed for use in rodent and pest control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.
3. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**
4. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and pest control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and

devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.

5. Inspections. Pest control programs shall be inspected at the discretion of the County to determine if such programs are being safely and effectively carried out and if these specifications are being complied with.
6. Structural Modification. Any modification of any structure covered by the Agreement shall be done by the County.

Square footage, as noted on the Bid Form, is estimated only. Bidder is responsible for verification of all areas described. As necessary, contractor may view area to be treated by arranging with contact person.

Service shall be performed according to the terms on the Bid Form (page 19) and will be coordinated with the individual contact person for each facility. **Contractor must provide to the Jefferson County contact person a treatment schedule that will be followed on a regular basis.** The Jefferson County contact person must approve any changes to the treatment schedule. The contractor's service representative will report to each location's contact person prior to performing any work. **Contractor shall provide and post in each facility a notice of pest control treatment as required by TSPCA.** The contact person(s) will notify the service representative of any infestation problems. If contractor is not able to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County contact person. Documentation of work performed must be signed by a Jefferson County employee or representative at the time service is performed.

Definitions of terms as noted on the Price Sheets and required for services by the County are as follows:

1. **Location** – A designated building or buildings or portion of a building owned or leased by the County at the address given. Each location will require service in certain areas including, but not limited to, wall, floors, doors, ceilings, restroom facilities, attics, foundation, basements, tunnels, chases, contents and tracts or parcels of land upon which buildings are situated. Vendor is advised that certain locations include food and/or medical facilities and that all appropriate safety precautions must be taken. A few locations require periodic treatment to building grounds and/or trash/garbage areas. These are noted herein according to information supplied.
2. **Standard** – During each scheduled service, the building's accessible perimeter and exterior entry points (doors and windows included) shall be treated; also all public areas such as restrooms, public corridors, kitchens, kitchenettes; and/or any area where pestilence breeding is enhanced shall be treated for control of roaches (American, German & Oriental), ants (excluding carpenter and pharaoh), water bugs, silverfish and other "household" pests included by industry definition.
3. **Bees** – includes additional service for swarm control of bees, wasps, hornets and like pests.
4. **Spiders** – Treat all accessible exterior entry points, baseboards, perimeter points and other areas where spider breeding is enhanced.
5. **Ants** (all types) – Treat all accessible exterior entry points, moisture areas, plumbing areas, and baseboards as needed.
6. **Termites** – Yearly Termite Inspection. Once per year the successful bidder shall inspect each facility covered by this contract. This inspection shall be a standard examination for evidence of termites. Any and all findings shall be reported immediately to the Jefferson County contact person.

Termite Treatment Service. Upon request, following the report of an infestation, the Contractor shall be asked to perform a termite treatment service at a specific site with all professional standards and applicable laws. This service will not be included under this contract. Separate arrangements will be made for termite treatment. Upon the completion of a termite treatment service, the Contractor shall issue a "Termite Warranty" for that site. The warranty will permit, for one year from date of issue, re-treatments (as necessary) at no additional cost to Jefferson County.

7. **Rodents** – Treat areas upon inspection based upon sightings, droppings, urine stains, and gnaws marks.
8. **Callbacks** – shall be construed as service needed between regularly scheduled visits. All callbacks shall be provided at no charge to Jefferson County, as necessary to achieve and maintain satisfactory results. If Jefferson County inspects a facility and finds an infestation, a recall for service to the facility will be completed within two (2) working days.

BID FORM

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
A	Beaumont					
1	Courthouse – Old Building 1149 Pearl St., Beaumont	242,899 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$
2	Courthouse – New Building 1001 Pearl St., Beaumont	220,000 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$
3	Sheriff's Department 1001 Pearl St., Beaumont	102,745 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$
4	Annex I 1225 Pearl St., Beaumont	33,553 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$
5	Annex II 1295 Pearl St., Beaumont	25,032 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$
6	Service Center 1295 Pearl St., Beaumont	3,848 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$
7	Adult Probation Building 820 Neches, Beaumont	20,832 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$
8	Restitution Center 145 S. 11 th St., Beaumont	7,500	Donna Kountz 409-833- 2391	1:00 pm – 3:30 pm	\$	\$
9	Annex III – Postal Encoding 725 Orleans, Beaumont	33,574 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
10	Health & Welfare 1295 Pearl, Beaumont	3,700 Brick	Harry Fuselier 409-835- 8511	5:00 pm – 12:00 midnight	\$	\$
11	Precinct #1 Service Center 2205 Hwy. 90, Beaumont	7,340	Pat Schroeder 409-752- 2891	7:00 am – 4:00 pm, Mon-Thur	\$	\$
12	Precinct #4 Service Center Boyt Road, Beaumont	20,649 Brick/Block	Kenneth Minkins 409- 794-2444	7:00 am – 4:00 pm, Mon-Thur	\$	\$
13	Precinct #4 Stockyard Building Hebert Road, Beaumont	627 Wood	Kenneth Minkins 409- 794-2444	7:00 am – 4:00 pm, Mon-Thur	\$	\$
14	Precinct #4 Stockyard Hebert Road, Beaumont	2,694 Wood	Kenneth Minkins 409- 794-2444	7:00 am – 4:00 pm, Mon-Thur	\$	\$
B	Jail Locations					
1	Correctional Facility 5030 Hwy. 69 S., Beaumont	263,300 Block/Metal	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
2	Correctional Facility Warehouse 5030 Hwy. 69 S., Beaumont	12,000 Metal	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
3	Gun Range Building - Range Rd., Hwy 69 S, Beaumont	2,425 Metal/Prefab	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
4	Block-In Infirmary/Dining Hwy 69 S, Beaumont	27,000 Block/Metal	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
5	Activity Building Hwy 69 S, Beaumont	6,000 Block/Metal	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$

Item	Location	Area (Sq. Ft./ Composition	Contact	Service Times	Price per Month	Price per year
6	Boot Camp – Dorm A, C, D, E Hwy 69 S, Beaumont	27,500 Metal/Prefab	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
7	Visitation Hwy 69 S, Beaumont	5,600 Metal/Prefab	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
8	Administration Building Hwy 69 S, Beaumont	30,000 Metal/Prefab	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
9	Dorms S, U, V, X, Y, Z Hwy 69 S, Beaumont	33,000 Metal/Prefab	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
10	Dorm P Hwy 69 S, Beaumont	29,600 Metal/Prefab	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
11	Dorm Q Hwy 69 S, Beaumont	29,600 Metal/Prefab	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
12	Dorm F, G, H, J, K, L Hwy 69 S, Beaumont	63,000 Metal/Prefab	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
13	Ballistics Facility Hwy 69 S, Beaumont	150 Block	Terrance Charles 409-726- 2555	After 3:00 pm	\$	\$
14	Minnie Rogers Juvenile Facility 5326 Hwy 69 S, Beaumont	50,355 Metal/Block	James Martin 409-722- 7474	After 2:00 pm	\$	\$
C	Airport and Mid County Facilities					
1	Jerry Ware Terminal - Southeast Texas Regional Airport 5000 Jerry Ware Dr, Beaumont	20,000 Brick	Alex Rupp 409-722- 0251	7:00 am – 4:00 pm, Mon-Fri	\$	\$

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
2	Main Terminal Building - Southeast Texas Regional Airport 6000 Airlie Dr, Beaumont	41,988 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Mon-Fri	\$	\$
3	Administration Building - Southeast Texas Regional Airport 4875 Parker Dr, Beaumont	2,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Mon-Fri	\$	\$
4	Terminal II Annex - Southeast Texas Regional Airport Jerry Ware Dr, Beaumont	3,000 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Mon-Fri	\$	\$
5	New Firehouse - Southeast Texas Regional Airport, 4960 Jerry Ware Dr, Beaumont	5,794 Brick	Alex Rupp 409-722-0251	7:00 am – 4:00 pm, Mon-Fri	\$	\$
6	Mid County Tax Office 4605 Jerry Ware Dr, Beaumont	2,476 Metal/Brick	Ronnie Richard 409-727-2173	6:15 am – 5:00 pm, Mon-Thur	\$	\$
7	Mid County Office Building 7933 Viterbo Rd, Beaumont	15,000 Metal/Brick	Ronnie Richard 409-727-2173	6:15 am – 5:00 pm, Mon-Thur	\$	\$
8	JP & Constable Bldg Precint #4 19217 Hwy 365, Beaumont	3800 Brick	Ronnie Richard 409-727-2173	6:15 am – 5:00 pm, Mon-Thur		
9	Precinct #2 Service Center 7759 Viterbo Rd, Beaumont	14,400 Metal	Ronnie Richard 409-727-2173	6:15 am – 5:00 pm, Mon-Thur	\$	\$
D	South County Facilities					
1	Subcourthouse 525 Lakeshore Dr, Port Arthur	19,700 Limestone	Mark Bernard 409-983-8307	5:00 pm – 12 mid. by appt.	\$	\$

Item	Location	Area (Sq. Ft.)/ Composition	Contact	Service Times	Price per Month	Price per year
2	Subcourthouse Maintenance 709 Lakeshore Dr, Port Arthur	2,000 Brick	Mark Bernard 409-983-8307	5:00 pm – 12 mid. by appt.	\$	\$
3	Health & Welfare 246 Dallas Ave, Port Arthur	14,340 Brick	Mark Bernard 409-983-8307	5:00 pm – 12 mid. by appt.	\$	\$
4	Juvenile Probation 900 4 th St, Port Arthur	3,740 Brick	Mark Bernard 409-983-8307	5:00 pm – 12 mid. by appt.	\$	\$
5	Precinct #3 Service Center 5700 Jade Ave, Port Arthur	7,140 Metal	Mark Redwine 409-983-8307	8:00am-5:00pm by appt.	\$	\$
6	Precinct #3 Guard Trailer 5700 Jade Ave, Port Arthur	980 Metal	Mark Redwine 409-983-8307	8:00am-5:00pm by appt.	\$	\$
7	Precinct #3 Stockyard 24420 Hwy 124, Hamshire	5,396 Metal	Mark Redwine 409-983-8307	8:00am-5:00pm by appt.	\$	\$
8	Precinct # 3 Service Center Storage Shed 5700 Jade Ave	7,500 Metal	Mark Redwine 409-983-8307	8:00am-5:00pm by appt.	\$	\$

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes p No p**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

_____	_____
Bidder (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name
_____	_____
City, State & Zip	Date Signed
_____	_____
Telephone Number	Fax Number

E-mail Address	