

**PEST CONTROL SERVICES
CONTRACT**

BRAZOS COUNTY PURCHASING DEPT.
200 S. Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4292

Contract No. 21-008
Page 1 of 9 Pages

GENERAL REQUIREMENT FOR CONTRACT

I, Billy Hoyt as a duly authorized representative of Allstar Pest Control "Contractor" willingly attest to perform (or deliver) as per Exhibit A for Brazos County. I further agree to all of the provisions and specifications contained in this contract.

TERM:

The term of this contract will be for two (2) years, with the option to renew with three (3) additional one (1) year periods.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Brazos County Commissioners Court. Should there be a change in ownership or management, the contract shall be terminated unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

AWARD

Brazos County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

BIDDERS RESPONSIBILITY

It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, pending award, renewal, amended or extended contract. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

CONTRACT OBLIGATION

Brazos County Commissioners Court must award the contract and Brazos County Judge, or other person authorized by Brazos County Commissioners Court must sign the contract before it becomes binding on Brazos County or the offerors. Department heads are NOT authorized to sign contracts for Brazos County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

QUANTITIES

The quantities specified in this contract are estimates only. Brazos County does not guarantee to purchase any minimum quantities or services other than those listed on a purchase order.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Brazos County and the offeror. Any and all price escalations shall not be accepted and shall be considered a non-response.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Brazos County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this contract. Certification of such coverage must be provided to Brazos County upon request.

Contractor assumes all risk for its agents, employees, and guests arising out of, or related to, their exposure to other human beings and/or animals for the spread of illness or disease, including but not limited to germs, viruses, bacteria, and other infective or illness causing agents, and shall indemnify, defend, and hold Contract harmless for any such exposure.

INSPECTIONS & TESTING

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

Brazos County reserves the right to add locations as these additional locations may be required. Locations to be added may include, but not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that Brazos County makes significant structural changes to an existing facility that impacts the contractor's cost in providing the services anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

In the event Brazos County wishes to add other locations to a group under the contract, a quotation will be solicited from the incumbent contractor in good standing for the group in which the new location is appropriately situated.

In the event Brazos County shall sell, vacate, abandon, or otherwise dispose or terminate a location to which the contract applies, all existing contracts for services applicable to such location, the portion of this contract that applies to such locations is terminated. All remaining portions of the contract will remain intact. Brazos County will endeavor to give the contractor written notice of such termination of locations a minimum of thirty (30) days in advance.

INVOICES & PAYMENTS

Payments to contractors will not be made if the contractor cannot produce a Brazos County Purchase Order. Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the contractor. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and/or any attachments.

When multiple deliveries and/or services are required, the contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The contractor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the contractor should provide their Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

TAXES

Brazos County is exempt from all federal excise, state and local taxes unless otherwise stated in this contract. Brazos County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to Brazos County Purchasing Agent.

BRAZOS COUNTY, TEXAS

GOVERNING FORMS

In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between the terms, conditions, provisions, and specifications of this contract and any other terms, conditions, provisions, and specifications provided by the contractor, the terms of this contract shall supersede.

GOVERNING LAW AND VENUE

This bid solicitation is governed by the laws of the State of Texas, specifically, the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

DISQUALIFICATION OF OFFEROR

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. Requests to withdraw a submitted bid or proposal are subject to the approval of the Purchasing Agent.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of

the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

TERMINATION

Brazos County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Brazos County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Brazos County's satisfaction and/or to meet all other obligations and requirements. Brazos County may terminate the contract without cause upon thirty (30) days written notice.

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE

The contractor(s) before starting work for Brazos County, must furnish Brazos County a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies with an A.M. Best Rating of AA (such companies to be acceptable to Brazos County) licensed to write insurance in the state of Texas, showing that the contractor is covered by the insurance as follows:

- (1) Statutory Workers Compensation Insurance with Employers Liability Insurance in the amount of \$1,000,000. In the event any work is sublet, the contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation is required. (TLC Sec. 401.011)
- (2) Commercial General Liability Insurance with a \$ 1,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name Brazos County as an additional insured. Waiver of subrogation is required. No claims made policies will be acceptable without prior approval by the Commissioners Court/Risk Management.
- (3) Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit, in all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired.

The Certificate of Insurance furnished to Brazos County shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least 30 days prior written notice has been given to Brazos County.

LIMITATIONS

The parties are aware that there are constitutional and statutory limitations on the authority of Brazos County to enter into certain terms and conditions of the contract, including, but not limited to, authorizations of the placement of liens on Brazos County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties;

payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any contract terms and conditions related to the Limitations will not be binding on Brazos County except to the extent authorized by the laws and Constitution of the State of Texas.

COVERAGES/WAGES

Nothing in this contract shall be construed as making Brazos County responsible for the payment of compensation and/or any benefits for contractor including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the contractor's employees and/or equipment. Nothing in the contract shall be construed as making Brazos County responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the contractor.

SOVEREIGN IMMUNITY

The parties understand that Brazos County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this contract and the performance of the covenants contained herein. Further, Brazos County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this contract. The parties understand and agree that Brazos County does not assume civil liability under any theory of law for the actions of the contractor in providing services hereunder.

NOTICES

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

BRAZOS COUNTY:
Brazos County, Texas
Duane Peters, Brazos County Judge
200 South Texas Avenue, Suite 332
Bryan, Texas 77803

CONTRACTOR:

Sales Contact Name: Billy Hoyt **Phone Number:** 979-229-2855 **Billing Info:** 8899 Greenbranch Loop
Bryan, TX 77808

FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.

WAIVERS

No waiver by either party hereto of any term or condition of this contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

ENTIRE CONTRACT

This contract represents the entire and integrated agreement between Brazos County and the contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may only be amended by written instrument approved and executed by the parties.

AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the contractor shall be retained and made available by the contractor for audit by Brazos County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by contractor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, contractor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

AUDIT RESPONSIBILITY

The contractor shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this contract.

The contractor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The contractor recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

INDEMNIFICATION

The contractor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act of omission, the Worker Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said contractor under and by virtue of his contract as shall be considered necessary by Brazos County may be retained for the use of Brazos County, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished Brazos County. Contractor shall defend, indemnify and save harmless Brazos County, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by Brazos County, its officers, agents or employees.

HOUSE BILL 89 & DEBARMENT VERIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will no boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
- 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: Allstar Pest Control

Authorized Company Representative: Billy Hoyt

Address: 8899 Greenbranch Loop, Bryan, TX 77808

Signature: Billy Hoyt

Date: August 10, 2020

Contract #: 21-008

CERTIFICATION OF BID

The undersigned further affirms the non-debarment statement above, that they are duly authorized execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

Signed By: Billy Hoyt Title: Owner

Typed Name: Billy Hoyt

Company Name: Allstar Pest Control Phone No. 979-229-2855

Email Address: allstarpestcontrolbcs@gmail.com

Mailing Address: 8899 Greenbranch Loop Bryan, TX 77808
P. O. Box or Street City State Zip

Employer Identification Number: 80-0342610


Approved by Commissioners' Court on this 25 day of August 2020 by  Holding the position of County Judge

EXHIBIT "A"
IQ 21-008 Pest Control Services
Contract Term: October 1, 2020 – September 30, 2022

Fill out "Informal Quotes" form and hand deliver or mail to the Brazos County Purchasing Department, 200 South Texas Ave., Suite 352; Bryan, TX 77803 in a sealed envelope clearly marked "IQ 21-008, Pest Control Services". Include the signed Contract and a copy of the required insurance with the submission of quotes. The required Insurance is listed in the attached Contract. Quotes must be received by the Brazos County Purchasing Department prior to 2:00p.m., Tuesday, August 18, 2020 or they will not be considered. Brazos County will not accept any pricing if delivered via email or fax. Pricing proposals or IQ's delivered to any other person or department other than previously specified, will not be considered responsive.

Brazos County is soliciting quotes for pest control services for all Brazos County locations. Prices quotes shall be for a two (2) year period with an option for renewal for three (3) additional one (1) year periods.

A. SPECIFICATIONS

1. Inspection and treatment services will be provided monthly, to include the perimeters of all buildings listed below.
2. Contractor shall furnish all professional services, labor, materials, and equipment.
3. All materials shall be registered with Environmental Protection Agency and will be used in strict accordance with label directions.
4. Pests to be controlled on a monthly basis are roaches, silverfish, crickets, spiders, mice, rats, and ants (ant bets that are outside should be included in cost provided below).
5. Work must be guaranteed so that if, at any time during the contract, a re-infestation should occur, contractor will re-treat affected area(s) at no additional cost.
6. When each building is sprayed, an employee must sign appropriate paper work for that building extermination. The contractor must then take invoices or extermination receipts to the Facility Services Building; located at 207 North Washington Ave; Bryan, TX 77803; the day the services takes place.
7. All notifications of treatment required by law or product labeling; are the sole responsibility of the contractor.
8. Treatment of bed bugs will be on an as needed basis and quoted differently than the monthly inspection and treatment services. These treatments are needed at both the adult and juvenile detention centers and services will be on an as needed basis. Please quote, per cell, in the quote section below.

9. Brazos County has the right to add or remove buildings to the contract with an amendment and agreed quote from the best control vendor.

B. AREAS TO BE TREATED:

1. Brazos County Courthouse
 - i. Located at 300 East 26th Street; Bryan, TX 77803
2. Tax Office
 - i. Located at 4151 County Court Park; Bryan, TX 77802
3. Facilities Services
 - i. Located at 207 North Washington Ave; Bryan, TX 77803
4. Health Department
 - i. Located at 201 North Texas Ave; Bryan, TX 77803
5. Adult Probation / Annex Building
 - i. Located at 321 East 26th Street; Bryan, TX 77803
6. Brazos Center / Museum
 - i. Located at 3232 Briarcrest Dr.; Bryan, TX 77802
7. Arena Hall
 - i. Located at 2906 Tabor Road; Bryan, TX 77803
8. Agricultural Extension Building
 - i. Located at 2619 West Highway 21; Bryan, TX 77802
9. Road & Bridge Buildings
 - i. Located at 2617 West Highway 21; Bryan, TX 77802
10. Brazos County Detention Facility
 - i. Located at 1835 Sandy Point Road; Bryan, TX 77803
11. Juvenile Justice / Detention Center at Portables
 - i. Located at 1904 West Highway 21; Bryan, TX 77803
12. Brazos County Administration Building
 - i. Located at 200 South Texas Ave.; Bryan, TX 77803
13. Sheriff's Office Administration Building
 - i. Located at 1700 Highway 21 West; Bryan, TX 77803
14. Maxwell Building / IT Building
 - i. Located at 205 East 27th Street, Bryan, TX 77803
15. Exposition Center
 - i. Located at 5827 Leonard Road, Bryan, TX 77807
16. Brazos County Storage / Anderson Street
 - i. Located at 1500 George Bush Drive; College Station, TX 77840
17. Justice of the Peace Pct. 3
 - i. Located at 1500 George Bush Drive; College Station, TX 77840
18. Low Risk Facility
 - i. Located at 1871 Sandy Point Road; Bryan, TX 77803
19. Old MHMR Building
 - i. Located at 302 East 24th Street, Bryan, TX 77803
20. Elections Office
 - i. Located at 300 East William Joel Bryan Parkway; Bryan, TX 77803
21. Boonville Heritage Park (Main Cabin, Courthouse, Lodge, Restrooms & Smokehouse)
 - i. Located at 2421 Boonville Rd; Bryan, TX 77808
22. Facilities Services (Hwy 21 Location)
 - i. Located at 4801 Texas Highway 21, Bryan, TX 77803

23. Bed Bug Only – Detention Centers

- i. Brazos County Detention Facility – Address above
- ii. Juvenile Justice / Detention Center at Portables – Address above

C. INSURANCE REQUIREMENTS

1. Successful bidder must provide evidence of required insurance prior to award. Full description of insurance requirements are listed in the attached contract.

D. AWARD

1. The contract award shall be based on, but not necessarily limited to, the following factors:
 - a) Cost
 - b) Special needs and requirements of Brazos County
 - c) Time needed to complete service
 - d) Location of Contractor (distance that vehicles will travel for services)
 - e) Contractor's past performance record with Brazos County
2. Although the cost of products to be provided is an essential part of the award, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Contractor considered to be the best value to Brazos County.

E. MISCELLANEOUS

1. Contractor must sign and agree to all terms and conditions of Brazos County Service Contract attached or quote submission will not be valid.
2. Contractor must submit and post all questions regarding this solicitation on the Brazos Valley e-Marketplace located at www.brazosbid.ionwave.net. Any questions received via email or phone call will not be answered.
3. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the Contractor or vendor agrees that the contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

F. QUOTES

1. Fill out section below and hand deliver or mail to the Brazos County Purchasing Department, 200 South Texas Ave., Suite 352; Bryan, TX 77803 in a sealed envelope clearly marked "IQ 21-008, Pest Control Services". Include the signed contract and a copy of the required insurance with the submission of quotes. The required Insurance is listed in the attached contract. Quotes must be received by the Brazos County Purchasing Department prior to 2:00p.m., Tuesday, August 18, 2020 or they will not be considered. Brazos County will not accept any pricing if delivered via email or fax. Pricing proposals or IQ's delivered to any other person or department other than previously specified, will not be considered responsive.

	Building / Location	Cost / Month
1	Brazos County Courthouse	\$ 90
2	Tax Office	\$ 35
3	Facility Services	\$ 35
4	Health Department	\$ 30
5	Adult Probation / Annex Building	\$ 35
6	Brazos Center / Museum	\$ 65
7	Arena Hall	\$ 30
8	Agricultural Extension Building	\$ 30
9	Road & Bridge Buildings	\$ 30
10	Brazos County Detention Facility	\$ 90
11	Juvenile Justice / Detention Center	\$ 75
12	Brazos County Administration Building	\$ 40
13	Sheriff's Office Administration Building	\$ 30
14	Maxwell Building / IT Building	\$ 35
15	Exposition Center	\$ 95
16	Brazos County Storage / Anderson Street	\$ 25
17	Justice of the Peace Pct. 3	\$ 30
18	Low Risk Facility	\$ 35
19	Old MHMR Building	\$ 35
20	Election's Office	\$ 30
21	Boonville Heritage Park (Main Cabin, Courthouse, Lodge, Restrooms, & Smokehouse)	\$ 45
22	Facilities Services (Hwy 21 Location)	\$ 30

TOTAL		\$ 975
23	Bed Bug Spray – Per Cell (Detention Centers Only) – As needed basis	\$ 100 per cell

G. CONTRACTOR QUOTE CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Furthermore, the bidder affirms that they are willing and capable of performing the services entailed in this bid or providing the goods described in this bid and agrees to do so for the term of this contract. The bidder also agrees to all of the terms and a condition contained in this document and agrees to be held to them for the term of this contract.

Name of Company: Allstar Pest Control

Tax ID #: 80-0342610

Address: 8899 Greenbranch Loop, Bryan, TX 77808

Email: allstarpestcontrolbcs@gmail.com

Telephone #: 979-229-2855

Printed Name: Billy Hoyt

Signature of Authorized Representative: Billy Hoyt



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to 21-008 Pest Control Services

Issued: August 6, 2020
Change: Change in Auto Liability Insurance
Reason: Changing the Auto Liability Insurance requirement from \$1,000,000.00 to \$500,000.00. Please cross this out of the contract and add the new pricing and initial.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: _____

Printed Name: _____

Billy Hoyt
Billy Hoyt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2020

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

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

PRODUCER GEICO One GEICO Boulevard Fredericksburg, VA 22412	CONTACT NAME: GEICO
	PHONE (A/C, No, Ext): 1-866-609-9444
	FAX (A/C, No):
	Email Address: R1COMMEND@GEICO.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR ----- GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG. \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			9100016101 09	4/26/2020	4/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2014 CHEVROLET 1500 VEHICLE IDENTIFICATION NUMBER (VIN): 3GCPCPEHXEG204580;
 2019 DODGE RAM 1500 VEHICLE IDENTIFICATION NUMBER (VIN): 1C6RREGT4KN650778

CERTIFICATE HOLDER BRAZOS COUNTY 200 S TEXAS AVE STE 352 BRYAN, TX 77803-3999	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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21-008 Addendum 1

Pest Control Services

Issue Date: 7/31/2020

Questions Deadline: 8/11/2020 05:00 PM (CT)

Response Deadline: 8/18/2020 02:00 PM (CT)

Brazos County

Contact Information

Contact: Ms. Kaitlyn Nachlinger Buyer III

Address: Purchasing

County Administration Building

Ste. 352

200 South Texas Ave.

Ste. 352

Bryan, TX 77803

Phone: (979) 361-4285

Email: knachlinger@brazoscountytexas.gov

Event Information

Number: 21-008 Addendum 1
Title: Pest Control Services
Type: Brazos County- Informal Quotations- Manual
Issue Date: 7/31/2020
Question Deadline: 8/11/2020 05:00 PM (CT)
Response Deadline: 8/18/2020 02:00 PM (CT)

Ship To Information

Contact: Charles Wendt
Address: Purchasing
County Administration Building
Ste. 352
200 South Texas Ave.
Ste. 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Billing Information

Address: Auditor's Office
PO Box 914
Bryan, TX 77806
Phone: (979) 361-4350
Email: mconkel@brazoscountytexas.gov

Bid Attachments

Service Contract - Pest Control Services.pdf

Service Contract

[View Online](#)

Exhibit A - Pest Control Services.pdf

Exhibit A

[View Online](#)

Addendum #1.pdf

Addendum #1

[View Online](#)

Supplier Information

Company Name: Allstar Pest Control
Contact Name: Billy Hoyt
Address: 8899 Greenbranch Loop
Bryan, Tx 77808
Phone: 979-229-2855
Fax:
Email: allstarpestcontrolbcs@gmail.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Billy Hoyt
Print Name

Billy Hoyt
Signature