



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION *Bid Number* 1506-006

PROPOSALS MUST BE RECEIVED ON OR

BEFORE: *Bid End Date and Time* August 12, 2015 3:00

PROPOSALS WILL BE PUBLICLY OPENED: *Bid End Date and Time* 8-12-15 3:00 PM

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Specifications for this RFP may be obtained from www.bidsync.com

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

PROPOSALS MAY BE MAILED OR DELIVERED TO:

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

If mailed or delivered in person, submit Proposal package with the Proposal number, Proposal name, Name and Address of Respondent, and the Date of the Proposal opening marked on the outside of the envelope. Respondents should enclose one (1) original, and one (1) copy of their Proposal on CD (or other portable storage device) to the address listed above.

All submitted questions with their answers will be posted and updated on www.bidsync.com

It is the Respondents responsibility to review all documents in Bidsync including any addenda that may have been added after the document packet was originally released and posted. Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP. Respondents are strongly encouraged to carefully read the entire RFP. Williamson County will NOT be responsible for unmarked or improperly marked envelopes. Facsimile transmittals will NOT be accepted.

Bid 1506-006 Landscape Services for Williamson County Parks

Bid Number	1506-006
Bid Title	Landscape Services for Williamson County Parks
Bid Start Date	In Held
Bid End Date	Aug 12, 2015 3:00:00 PM CDT
Question & Answer End Date	Aug 7, 2015 5:00:00 PM CDT
Bid Contact	Connie Singleton 512-943-1553 csingleton@wilco.org
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	90 days
Pre-Bid Conference	Jul 29, 2015 2:00:00 PM CDT Attendance is mandatory Location: Southwest Williamson County Regional Park, 3005 CR 175, Leander, TX
Bid Comments	Williamson County requests sealed proposals for landscape Maintenance Services for Williamson County Parks.

Item Response Form

Item	1506-006--01-01 · General Services for Southwest Williamson Co. Regional Park
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	Williamson County, Texas <u>Parks and Recreation</u> 219 Perry Mayfield Leander TX 78641 Qty 1

Description

General Services for Southwest Williamson Co. Regional Park

Item	1506-006--01-02 - Alternate A Southwest Williamson Co. Regional Park - Cricket Field
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	Williamson County, Texas <u>Parks and Recreation</u> 219 Perry Mayfield Leander TX 78641 Qty 1

Description

Alternate A Southwest Williamson Co. Regional Park - Cricket Field

Item **1506-006--01-03 · Alternate B Southwest Williamson Co. Regional Park - Commons Area**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description

Alternate B Southwest Williamson Co. Regional Park - Commons Area

Item **1506-006--01-04 · Alternate C Champion Park·Brushy Creek Trail·Twin Lakes to Champion Parks & Lak**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description

Alternate C Champion Park·Brushy Creek Trail·Twin Lakes to Champion Parks & Lake Creek Trail

Item **1506-006--01-05 · Alternate D County Road 175 Medians**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description

Alternate D County Road 175 Medians

Item **1506-006--01-06 · Alternate E - Berry Springs Grove**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description

Alternate E - Berry Springs Grove

Item **1506-006--01-07 · Alternate F - Southwest Williamson Co. Regional Park**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation

219 Perry Mayfield
Leander TX 78641

Qty 1

Description

Alternate F - Southwest Williamson Co. Regional Park - Disc Golf Course; Fairways and Pathways Only

Item **1506-006--01-08 - Alternate G - Brushy Creek Trail - Alternate Route along Brushy Creek Road**

Quantity **1 lump sum**

Unit Price

Delivery Location **Williamson County, Texas**

Parks and Recreation

219 Perry Mayfield

Leander TX 78641

Qty 1

Description

Alternate G - Brushy Creek Trail - Alternate Route along Brushy Creek Road to Champion Park

Item **1506-006--01-09 - Alternate H - EXPO Center - Taylor**

Quantity **1 lump sum**

Unit Price

Delivery Location **Williamson County, Texas**

Parks and Recreation

219 Perry Mayfield

Leander TX 78641

Qty 1

Description

Alternate H - EXPO Center - Taylor

PROPOSAL SPECIFICATIONS

Purpose and Classification

Williamson County is inviting interested parties to submit Proposals for Landscape Maintenance Services. All Proposals shall be submitted in accordance with this RFP. The RFP contains detailed and specific information regarding Williamson County's standards and expectations for Landscape Maintenance Services.

The Landscape Maintenance Services will be performed at:

- Southwest Williamson County Regional Park located at 3005 CR 175, Leander, Texas

Additional Proposals (alternates) to be submitted for the following locations

- Williamson County Regional Park - Cricket Field
- Williamson County Regional Park – Commons Area
- Champion Park located at 3830 Brushy Creek Road ,Cedar Park
- Brushy Creek Trail – Bridge over Brushy Creek at Twin Lakes Park to HWY 183A Bridge and East end of dam at Brushy Creek Lake Park to Champion Park
- Lake Creek Trail located at 9505 Braes Valley, Austin
- Berry Springs Park located 1801 CR 152, Georgetown
- County Road 175 median
- Williamson County Regional Park – Disc Golf Course (fairways & pathways only)
- Brushy Creek Trail Alternate Route – NW of Champion Park and along Brushy Creek Road
- Expo Center at 210 Carlos G. Parker Blvd, Taylor

The above locations have been depicted on the attached Schedule 1.

SCOPE OF WORK

The Landscape Maintenance Services shall be provided as deemed necessary to meet the requirements set out herein. The Successful Respondent shall provide Landscape Maintenance Services as described herein and shall provide all labor, material, and equipment. Successful Respondent's services shall provide clean, attractive, and safe areas for the locations described herein.

The schedule of work hours for accomplishment of the maintenance service shall not interfere with the normal work of County employees and be coordinated with Williamson County Parks and Recreation staff.

The Successful Respondent shall furnish and maintain all equipment necessary for the proper maintenance of each location. Successful Respondent shall provide an equipment inventory list to be submitted with the Proposal, identifying all equipment by age and condition to be used in the performance of the Contract. The County reserves the right to make inspection of equipment to be used in the performance of the Contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Successful Respondent's expense.

Materials and supplies used by the Successful Respondent shall conform to the requirements listed herein. No material shall be used which will damage the turf, trees, shrubs, or fixtures. Where a specific product is specified there shall be no deviation without the express permission of the County, in which case samples of all materials proposed for use shall be submitted and approval thereof received before the material represented by the samples are used in the work to be performed. Upon request, the Successful Respondent shall submit a list of all materials to be used in providing the Landscape Maintenance Services. (The County may approve or disapprove any product prior to or during the term of the contract period.). All spent chemical and fertilizer containers shall be disposed of in an approved environmentally safe and acceptable manner.

The Successful Respondent shall comply with all county, state and federal regulations applicable to performing work within public thoroughfares and right-of-ways. The Successful Respondent shall be licensed to do business in the State of Texas and shall provide copy of License with Proposal.

DEFINITIONS

Inspector shall mean the County's Contract Administrator or his/her duly authorized representative who shall monitor the Successful Respondent's progress and work.

Trash and Litter shall mean any debris within the grounds such as paper, bottles, cans, limbs three (3) inches or smaller in diameter, rocks etc. which is not intended to be present as part of the landscape. Inclusive of the parks, medians and triangles, streets, sidewalks, curbs, hillsides, ditches, etc. Removal of debris will require sweeping of hard surface areas such as sidewalks and curbs.

Edging & Trimming shall refer to the proper cutting or removal, to include blowing, of all plant material immediately adjacent to or under park structures, trees, poles, tables, signs, fences, and shrub bed. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks, driveways, and any other hard or concrete surface.

Shrub Beds shall mean any area purposefully planted in domestic or ornamental plant growth.

Foreign Growth shall include all weeds, thickets, and noxious plants.

FIELD AND PARK MAINTENANCE

Mowing and Trimming

- The Successful Respondent shall mow and trim all turf areas as indicated by work schedule, (**SEE SCHEDULE 1 – MOWING SCHEDULE FY 16 AND MOWING GRAPHIC**).
- The Successful Respondent shall remove all Trash and Litter from the entire area prior to initiating any mowing of the turf area.
- All game fields shall be mowed with a reel mower or an approved equal.
- All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of the grass.
- All grass on ball fields shall be cut at a height of one (1) inch.
- Grass in the general areas may be cut at a height of 2-3 inches.
- General turf areas shall be mowed once a week.
- All roadways, trails abutting general or native areas shall be mowed once a week with 24-48 inch width adjacent to the roadway or trail.
- All park structures, trees, poles, tables, signs, fences, and Shrub Beds are to be trimmed. Special care should be given to trimming around small trees as not to inflict damage to the bark of the trees.
- All Trimming must be accomplished concurrently with mowing operations.
- Turf shall be cut in a professional manner varying mowing patterns.
- Any material discharged onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties shall be removed immediately prior to proceeding with mowing of other areas (all Trash and Litter removed shall be disposed of by the Successful Respondent to an off-site location).
- All plant growth in cracks, seams and joints of paved areas such as sidewalks curbs, medians, triangles, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth may be permitted, with prior written approval and in accordance with all federal, state and local regulations.

Shrub and Shrub Bed Maintenance

Successful Respondent will be responsible throughout the contract period to clean basins & berms, to manually remove all foreign growth from Shrub Beds, to fertilize shrubs & trees. Schedule 1 indicates all areas where services to be provided.

LOCATIONS

The attached park diagram indicates where work is to be performed (**SEE SCHEDULE 1**). The Successful Respondent shall perform Landscape Maintenance Services to all areas depicted in Schedule 1 in the frequency indicated in the **FY 16 Mowing/Service Frequencies by Location and Month Form (SEE SCHEDULE 1 - SEPARATE PDF –SCHEDULE FY 16 AND MOWING GRAPHIC)**.

PERSONNEL

Successful Respondent's personnel shall carry identification at all times while on Williamson County property. Successful Respondent's personnel will show identification when asked by Williamson County employees or law enforcement officers.

The Successful Respondent must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee. Employee or Subcontractors are to be registered with the United States Citizenship and Immigration Service. The Successful Respondent must provide a photocopy of the Alien Registration Card to Williamson County prior to any of its employees/subcontractors being permitted to work under this Contract on Williamson County property. The Successful Respondent must also inform Williamson County of all Immigration and Naturalization status changes and arrests of its employee/subcontractors working under this Contract on County property for the duration of the Contract.

Employees and subcontractors are subject to background check at any time.

OMISSION

It is the intent of this specification to acquire complete Landscape Maintenance Services for the specified areas. Any services that have been omitted from this specification which are clearly necessary for complete Landscape Maintenance Services shall be considered a requirement, although not directly specified or called for in this specification.

CONTACT ON MOWING DAYS

The Successful Respondent must make contact with the assigned Inspector on the days that the Successful Respondent will be performing services under this Contract. Contact is for the purpose of discussing areas to be maintained, Successful Respondent's work schedule for the day, areas that need to be inspected for approval, possible rain postponements, and work orders that need to be signed. Failure to contact the assigned Inspector on a daily basis will constitute a breach of contract.

DAMAGE TO PROPERTY

Any property (trees, turf, irrigation heads, etc.) damaged by the Successful Respondent's actions shall be repaired, reimbursed, or subtracted from payment in an amount equal to the damage. **THE SUCCESSFUL RESPONDENT SHALL ACCEPT FULL RESPONSIBILITY FOR AND SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CLAIMS FOR ALL LOSS OR DAMAGE TO PROPERTY AND INJURY TO PERSONS RESULTING FROM THE NEGLIGENT EXECUTION OR PERFORMANCE OF THIS CONTRACT AS WELL AS FOR ANY CLAIMS MADE BY OR ON BEHALF OF SUCCESSFUL RESPONDENT'S AGENTS, SERVANTS, AND/OR EMPLOYEES ARISING OUT OF THEIR EMPLOYMENT OR WORK PERTAINING TO THE OPERATION.**

Mowing Schedule

The attached spreadsheet indicates planned mowing schedules (See Schedule 1).

NOTE: The Contract Administrator or Inspector has the authority to cancel or alter the scheduled mowing cycle on a week-to-week basis. The cancellation will be based upon need, prevailing weather conditions, and available funding.

(SEE SCHEDULE 1 – MOWING SCHEDULE FY 16 AND MOWING GRAPHIC).

ACCEPTABILITY OF WORK

The Inspector shall be the undisputed judge of the acceptability of all work performed. If conditions are not acceptable, the Successful Respondent will be requested to visit the facility and review and correct all problem areas immediately. Please note attached LANDSCAPING MAINTENANCE INSPECTION CHECK SHEET – Appendix C as an example of requirements.

SUCCESSFUL RESPONDENT'S REPRESENTATIVE

Successful Respondent shall designate and notify the Inspector of the name of its responsible representative or representatives who will be accessible during the Successful Respondent's opening hours.

Additional Contract Requirements

Safety. The safety of workers, passersby, and the public shall be paramount. Successful Respondent agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA safety orders at all times so as to protect all persons, including Successful Respondent's employees, agents of the County, vendors, members or the public or others from foreseeable injury and/or damage to their property. Successful Respondent shall inspect all potential hazards with service area landscape and keep a log indicating date inspected and action taken. The County shall be notified immediately of any unsafe condition that requires major correction. Successful Respondent shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury. All equipment will be properly maintained and kept in a safe operating condition.

Successful Respondent shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which services are performed.

Successful Respondent vehicles shall be properly marked on outside identifying the company logo, etc. any time a site visit is made.

THE SUCCESSFUL RESPONDENT SHALL ACCEPT FULL RESPONSIBILITY FOR AND SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CLAIMS FOR ALL LOSS OR DAMAGE TO PROPERTY AND INJURY TO PERSONS RESULTING FROM THE NEGLIGENT EXECUTION OR PERFORMANCE OF THIS CONTRACT AS WELL AS FOR ANY CLAIMS MADE BY OR ON BEHALF OF SUCCESSFUL RESPONDENT'S AGENTS, SERVANTS, AND/OR EMPLOYEES ARISING OUT OF THEIR EMPLOYMENT OR WORK PERTAINING TO THE OPERATION.

The Successful Respondent shall make minor repairs or replace any irrigation equipment damaged due to Successful Respondent negligence.

Successful Respondent shall replace at Successful Respondent's expense any plant material that dies due to damage by lawn maintenance, equipment of Successful Respondent's negligence. Replace any damaged plants due to Successful Respondent's negligence, with same type and size. Correct defective work or damages to any part of the grounds, when caused by the Successful Respondent's employees, equipment or supplies.

For auditing purposes, Successful Respondent may be asked to give break out of costs for a specific property or properties.

Smoking shall not be permitted in any Williamson County Facility or on Williamson County grounds as they are TOBACCO-FREE campuses.

The Successful Respondent may be issued necessary gate access key(s). In no case shall the Successful Respondent make duplicates of any Williamson County keys.

The Successful Respondent and his/her/its employees shall ensure that all gates giving access to Williamson County facilities are secured. Failure to properly secure Wilco facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

SCHEDULE 1

WILLIAMSON COUNTY PARKS AND RECREATION FY 2016 MOWING/SERVICE FREQUENCIES BY LOCATION AND MONTH

GENERAL SERVICE FOR SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK

Supervisory Inspection
Full service visits by crew

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	4	4	5	5	4	5	4	4	2	38
1	4	4	5	5	4	5	4	4	2	38

TURF

Mow, Edge, Trim (common 1-5)
Mow, Edge, Trim (tif 6-11)
Mow, Edge, Trim (Softball 1-2)
Pest Inspection

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
	4	8	9	9	8	9	9	8	4	68
	4	8	9	9	8	9	9	8	4	68
	4	8	9	9	8	9	9	8	4	68
	4	4	5	4	5	4	4	5	2	37

TREES, SHRUBS, BEDS

Clean Basins/Berms
Pruning Shrubs (hedge)
Weed Control
Pest Inspection

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	4	4	5	4	5	4	4	5	2	38
	1	1	1	1	1	1	1	1	1	9
1	4	4	5	4	5	4	4	5	2	38
	2	2	2	2	2	2	2	2	1	17

DEBRIS DISPOSAL

Grass Clippings
Twigs, Branches
Leaves

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	4	5	4	4	5	4	4	5	2	38
1	4	5	4	4	5	4	4	5	2	38
1	4	5	4	4	5	4	4	5	2	38

PARKING LOTS

Gutter/Curb Blowing
Spray Cracks

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	4	4	5	5	4	5	4	4	2	38
		2	2	2	2	2	2	2		14

IRRIGATION

Visual Inspection

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	4	4	5	5	4	5	4	4	2	38

WILLIAMSON COUNTY PARKS AND RECREATION

FY 2016 MOWING/SERVICE FREQUENCIES BY LOCATION AND MONTH

ALTERNATE B I D S

ALTERNATE A (Mow, Edge, Trim)

Cricket Field

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	4	4	5	5	4	5	4	4	2	38

ALTERNATE B (Mow, Edge, Trim)

Commons Area

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	3	4	4	5	3	2	3	4	1	30

ALTERNATE C (Mow, Edge, Trim)

Champion Park

Brushy Creek Trail 2.7 miles (3 Acres)

Lake Creek Trail

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	4	4	5	5	4	5	4	4	2	38
1	2	3	3	2	2	2	2	3	2	22
1	4	4	5	4	5	4	4	5	2	38

ALTERNATE D (Mow, Edge, Trim)

CR 175 medians

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	2	3	3	2	2	2	2	3	2	22

ALTERNATE E (Mow, Edge, Trim)

Berry Spring Grove (35.5 Acres)

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	1	2	1	1	1	1	1	2	1	12

ALTERNATE F (Mow, Edge, Trim)

Disc Golf Course

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
	2	4	4	1	1	1	1	3	1	18

ALTERNATE G (Mow, Edge, Trim)

Brushy Creek Trail Alternate Route

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	2	3	3	2	2	2	2	3	2	22

ALTERNATE H (Mow, Edge, Trim)

EXPO Center (10/1/2015 - 6/1/2016)

EXPO Center (after 6/1/2016)

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
1	2	2	2					2	1	10
1	4	4	5	5	4	5	4	4	2	38

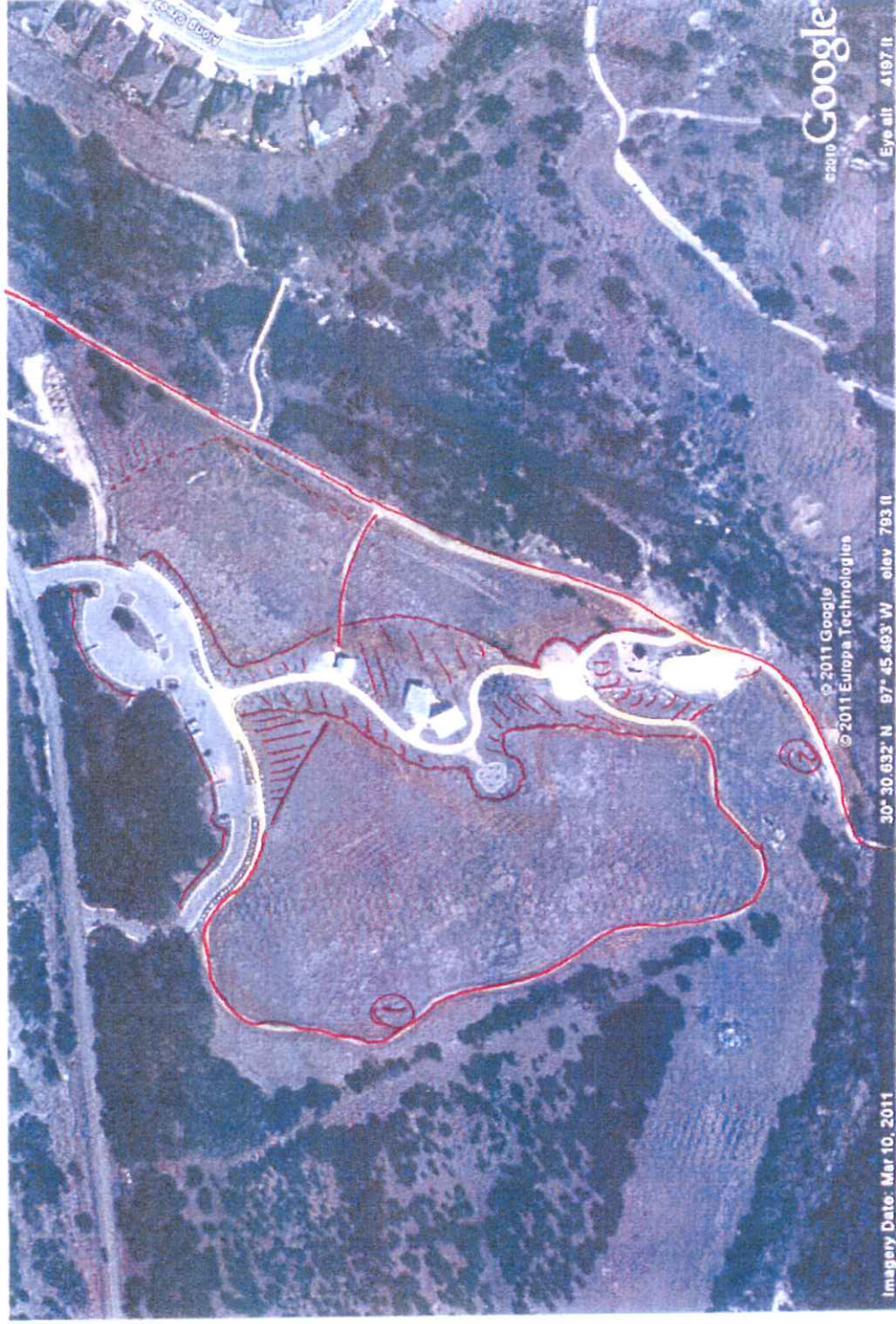
SOUTHWEST WILLIAMSON REGIONAL PARK (SWWCRP)

① DISC GOLF COURSE $\approx 8,450'$ X $\approx 65'$ AVG WIDTH



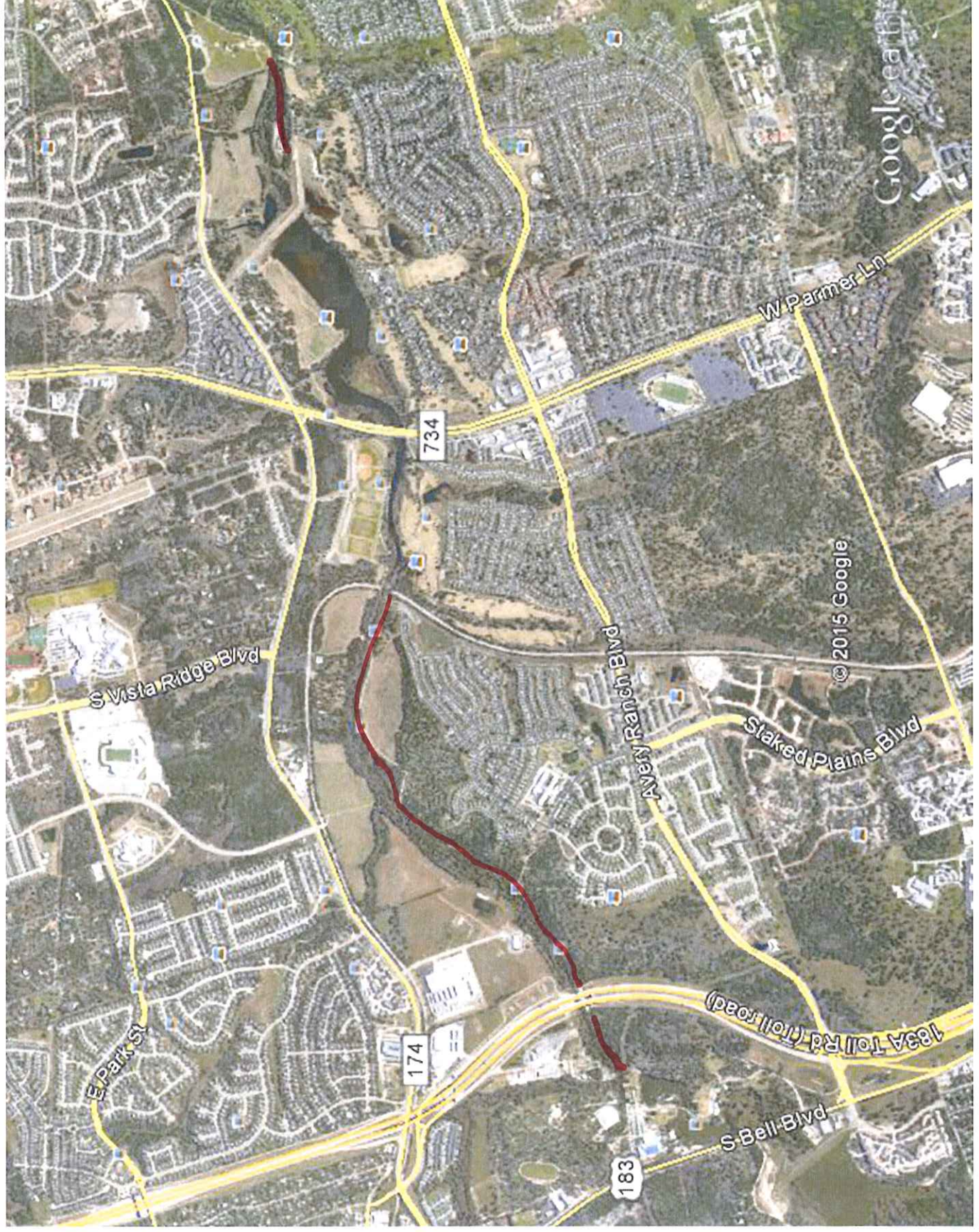
- ② Median Along CR 175 from CR 179 to RM 1431
- ③ Along tracks of Cedar Rock railroad
- ④ Along Granite trail
- ⑤ Fields - 11 soccer, 2 softball, plus (alt) cricket field (oval in lower right)
- ⑥ Common Area
- ⑦ Along Paved Roads
- ⑧ Parking Area @ Splash Pad.
- ⑨ PARK HQ LAWN

Williamson County, Texas
CHAMPION PARK



- ① Mower width either side of trail
- ② Regional trail - from bridge to park boundary on north east
- ③ Mower width along internal trails
- ④ Hatch marked area
- ⑤ Along parking lot

BRUSHY CREEK TRAIL
Williamson County, Texas ~ 2.7 miles



LAKE CREEK TRAIL



- ① AROUND PARKING LOT; then six foot either side of trail until boundary with Town & Country Park
- ② From end of street to far end of dam

Williamson County, Texas
BERKLEY SPRINGS PARK



Berry Springs -
All area inside described perimeter!
"rough cut" approx every two weeks.



~8,450' x ~65' average width

BRUSHY CREEK TRAIL - ALTERNATE ROUTE



~1,700' on both sides of trail

EXPO CENTER

Williamson County, Texas

Bid 1506-006

- ① Parking Area Turf Areas
- ② Roadway Perimeter
- ③ Buildings Turf
- ④ Rough Cut Areas



SPECIAL PROVISIONS

Landscape Services for Williamson County Parks

Contract Administration

Michael Young, (or successor), Assistant Parks Director, Williamson County, Williamson County, 219 Perry Mayfield, Leander, TX shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

Evaluation of the Proposals received will be based on the following criteria. Criteria must be met to be considered.

EVALUATION CRITERIA

Evaluation of the Proposals received will be based on the following criteria. Criteria must be met to be considered.

Lowest and Reasonable Mowing Price (40 points);

Three (3) commercial references for similar services in the past three (3) years. One (1) commercial reference shall be for an equal (or higher) valued contract as that contained in this Proposal (25 points);

Overall presentation of Proposal (20 points);

On-site inspection of Respondent's equipment for capability to perform; if in the County's judgment the Respondent cannot perform adequately, then Respondent must show proof of intent to purchase equipment necessary to perform (15 points).

INSURANCE REQUIREMENTS

By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Successful Respondent's cost, insurance in accordance with this provision.

Successful Respondent will be required to submit Certificates of Insurance prior to contract award.

All certificates of insurance coverage as specified below must be provided to the following individual:

Williamson County Purchasing Department

901 S Austin Ave

Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

Worker's Compensation

Statutory – Texas Law

Employer's Liability:

Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Comprehensive

General Liability	\$1,000,000	\$1,000,000
-------------------	-------------	-------------

Aggregate policy limits:		\$1,000,000
--------------------------	--	-------------

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Bodily injury	\$1,000,000	\$1,000,000
---------------	-------------	-------------

(including death)

Property damage	\$1,000,000	\$1,000,000
-----------------	-------------	-------------

Aggregate policy limits:	No aggregate limit	
--------------------------	--------------------	--

Umbrella Coverage:	\$1,000,000	
--------------------	-------------	--

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. Williamson County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

WORKERS' COMPENSATION COVERAGE REQUIREMENTS

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the RFP specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

The information provided below is a result of this rule. By submitting your Proposal to the County, you are acknowledging that this rule is a part of these RFP specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Proposal be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

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

Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e) (1).

Contractor--A person bidding or making a proposal for or awarded a building or construction project by Williamson County.

Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.

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

Project--Includes the provision of all services related to a building or construction contract for Williamson County.

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

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

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

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

(1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

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

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

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

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll

amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

Economic Adjustment

In the event that the price for a commodity changes significantly, the County reserves the right to allow a price increase. **The vendor's request must include evidence from the supplier or manufacturer detailing the price adjustment, the effective date of the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.** The requested adjustment must be for supplies and/or services and in no way represent an increase in the Vendor's profits, labor or other overhead. An adjustment request will be effective after Commissioner's Court approval. Until then the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources. Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk. Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests

Proposer References

List at least (3) **companies or governmental agencies**, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent in the last 4 years.

Reference 1

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
 Contract Value: \$

Scope of Work:

Reference 2

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
 Contract Value: \$

Scope of Work:

Reference 3

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
 Contract Value: \$

Scope of Work:

For Respondent or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1. Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 250px;"></div>	
<p>2. Check this box if you are filing an update to a previously filed questionnaire. <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 50px; width: 600px;"></div> <div style="text-align: right; margin-top: -50px;"> <div style="border: 1px solid black; padding: 2px;">5</div> <div style="border: 1px solid black; padding: 2px;">6</div> </div>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 50px; width: 600px;"></div> <div style="text-align: right; margin-top: -50px;"> <div style="border: 1px solid black; padding: 2px;">5</div> <div style="border: 1px solid black; padding: 2px;">6</div> </div>	
<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>CIQ</p> <p style="text-align: right;">FORM</p>	

For Respondent or other person doing business with local government entity

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

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

	5
	6

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

	5
	6

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the evaluation of the Proposal.

☐ I will offer the quoted prices to all authorized entities during the term of the contract.

☐ I will not offer the quoted prices to all authorized entities.

1. RESPONSE FORMAT AND SUBMISSION

1.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

- 3 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- 4 The least amount of plastic/laminate or other non-recyclable binding materials
- 5 Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

1.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- (1) Transmittal Letter
- (2) Table of Contents
- (3) Executive Summary
- (4) Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
- (5) Price Sheet
- (6) References: Identification of three (3) references *within the last 4 years* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity
- (7) Conflict of Interest Questionnaire
- (8) Proposal Affidavit and Addenda Acknowledgement
- (9) Signature Page
- (10) Attach your entities Sample Contract

1.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

- A. Name and address of individual or business entity submitting the Proposal;
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- C. Place of incorporation or organization, if applicable;
- D. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
- E. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
- F. The Respondent's Federal Employer Identification Number;
- G. A commitment by the Respondent to provide the services required by Williamson County;
- H. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of

Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

I. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

1.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal.

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

1.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter

176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement in accordance with this RFP.

1.6 Ethics

The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

1.7 Delivery of Proposals

Williamson County uses BidSync to distribute and receive bids and proposals. Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

Williamson County Purchasing Department

Attn: **PROPOSAL NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.0 INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP**. Be sure your Proposal package is complete.

2.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

2.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

2.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

2.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of

each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

2.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

2.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

2.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

2.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

2.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

2.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

2.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.13 Silence of Specifications

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

2.14 References

Williamson County requires Respondent to supply a list of at least three (3) references **within the last 4 years** where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

3.0 DEFINITIONS, TERMS AND CONDITIONS

3.1 Definitions

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

3.2 Terms and Conditions

3.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a

dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of

Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

3.2.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

3.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

3.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

3.2.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

3.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

3.2.8 Termination

3.2.8.1 Termination for Cause: Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. 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 other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

3.2.8.2 Termination for Convenience: Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar days written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods

and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by

others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

3.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

3.2.14 Indemnification

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR

EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15th) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

3.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

3.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

3.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department
Max Bricka, Purchasing Agent (or successor)
901 S Austin Ave.
Georgetown, Texas 78626

Respondent:

Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

3.2.22 Sales and Use Tax Exemption

Williamson County is a corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

3.2.28 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.30 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

3.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

3.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination

thereof for ninety (90) days unless a new contract has been awarded.

3.2.34 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts

Payable Department: accountspayable@wilco.org, (512)
943-1500.

3.2.35 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

3.2.36 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.37 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

PROPOSAL AFFIDAVIT

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this

day personally appeared _____ (Name of Signer), who after being by me duly sworn, did depose and say:

"I, _____ (Name of Signer) am a duly authorized officer of/agent for _____ (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said _____ (Name of Respondent).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name and Address of Respondent:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____

_____ on this the _____ day of __, 20__

Notary Public in and for

The State of _____

Question and Answers for Bid #1506-006 - Landscape Services for Williamson County Parks

Overall Bid Questions

There are no questions associated with this bid.