

## **Solicitation 1807-251**

### **Landscape Maintenance Services**

#### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1807-251

### Landscape Maintenance Services

Bid Number 1807-251  
 Bid Title Landscape Maintenance Services

Bid Start Date In Held  
 Bid End Date Sep 4, 2018 2:00:00 PM CDT  
 Question & Answer End Date Aug 30, 2018 3:00:00 PM CDT

Bid Contact Johnny Grimaldo  
 Purchasing Specialist III  
 512-943-1553  
 johnny.grimaldo@wilco.org

Contract Duration 2 years  
 Contract Renewal 3 annual renewals  
 Prices Good for 30 days  
 Pre-Bid Conference Aug 16, 2018 10:00:00 AM CDT  
**Attendance is mandatory**  
 Location: Purchasing Conference Room, 901 S. Austin Ave, Georgetown, TX 78626

Bid Comments **Williamson County is seeking Landscape Maintenance Company for designated areas specified in the RFP.**

#### Item Response Form

Item 1807-251--01-01 - Total Bid Price

Quantity 1 each

Unit Price

Delivery Location **Williamson County, Texas**  
No Location Specified

Qty 1

**Description**  
 TOTAL BID PRICE

Item 1807-251--01-02 - Please attach all documents to this line

Quantity 1 each


Prices are not requested for this item.

Delivery Location **Williamson County, Texas**  
No Location Specified

Qty 1

**Description**

Please attach all documents to this line





## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-251 Landscape Maintenance Services**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
Sep 4, 2018 2:00:00 PM CDT**

**PROPOSAL WILL BE PUBLICLY OPENED:  
Sep 4, 2018 2:00:00 PM CDT**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Proposal.**

**All electronic proposal must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Respondents are strongly encouraged to carefully read this entire RFP.**

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.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.**

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

General Information:

- If mailed or delivered in person, Proposal 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

- 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 Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Respondent's 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 RFP will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

## Proposal References

List the last three (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.

### **Reference 1**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

### **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

### **Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5

6

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

## PROPOSAL AFFIDAVIT

**This form must be completed, signed, notarized and returned with Proposal package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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.

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."

<b>Name of Respondent:</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Address of Respondent:</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Email:</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Telephone:</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Printed Name of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Signature of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px;"></div>

### **Cooperative Purchasing Program**

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

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

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**\*If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, 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).

SUBSCRIBED AND SWORN to before me by the above-named [ ]  
on this the [ ] day of [ ], 20[ ].

[ ]  
Notary Public in and for

The State of [ ]

The County of [ ]

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.**



## **Williamson County – Request for Proposal (RFP)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

**Contract** – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Executive Summary** – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

**Proposal Documents** – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

**Proposal** – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

**Respondent** – means a person or entity who submits a Proposal in response to this RFP.

**Request for Proposals (RFP)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Respondent**– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

## **SECTION 2 - RESPONSE FORMAT AND SUBMISSION**

### **2.1 INTRODUCTION**

Each Proposal submitted in response to this RFP should clearly reference the 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 the County staff to efficiently evaluate all submitted Proposals, the 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:

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

Vague and general Proposals will be considered non-responsive, and may, at the 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.

### **2.2 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 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:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

#### H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

### 2.3 TRANSMITTAL LETTER

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

- 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.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email 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 the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the 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. See Section 4.40, Air Quality for more information.

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

### 2.4 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 should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services 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 goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.



- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of 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 personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

## 2.5 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, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's 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 of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the 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 the County employees or officials may be cause for termination.

The 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 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 the 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 with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent 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. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

## 2.9 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 the County.

## 2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Proposal 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 in this RFP package, to:

Williamson County Purchasing Department  
Attn: **Proposal Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to 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 and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP**

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the 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 the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (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 one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All 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 forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

### **3.4 SIGNATURE OF RESPONDENT**

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. 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.
- B. 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.
- C. 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.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. 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 equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

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

### **3.6 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 the County, rejected and not considered.

### **3.7 REJECTION OR ACCEPTANCE**

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

### **3.8 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(s).

### **3.9 COMPLIANCE WITH RFP SPECIFICATIONS**

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

### **3.10 EVALUATION**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of 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 Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The 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 the County.

### **3.11 WITHDRAWAL OF PROPOSAL**

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.12 RESPONSIBILITY**

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective 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 that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

### **3.13 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.

### **3.14 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.

### **3.15 REFERENCES**

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The 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(s), 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(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent 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 (if applicable); and
2. The Respondent's Proposal.

- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and 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. The terms and conditions of the Ensuing Agreement;
2. The RFP and its Addenda; and
3. The Respondent's Proposal.

### **4.3 OWNERSHIP OF PROPOSAL**

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

### **4.4 DISQUALIFICATION OF RESPONDENT**

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

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All 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 this Contract.

#### **4.6 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 the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

#### **4.7 IMPLIED REQUIREMENTS**

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

#### **4.8 TERMINATION**

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the 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 the County may have at law or equity or as may otherwise be provided hereunder. 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 the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the 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 the County's termination for convenience.

#### **4.9 NON-PERFORMANCE**

It is the objective of the 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, the 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.



#### **4.10 PROPRIETARY INFORMATION AND THE 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. 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.

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.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the 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. The County shall give the Successful Respondent reasonable advance notice of intended audits.

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials 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, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 PROPOSAL PREPARATION COSTS**

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

#### **4.14 INDEMNIFICATION**

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the 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 limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the 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 the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the 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(s), unless otherwise agreed by the 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 judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

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

#### **4.15 WAIVER OF SUBROGATION**

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the 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(s).

#### **4.16 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 the 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 the County in the results of the work only. The 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. The 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 the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 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 the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 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.

#### **4.19 SEVERABILITY**

If any provision of this RFP, the Contract or any Ensuing Agreement(s) 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(s) 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(s) 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(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

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

#### **4.21 NOTICE**

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

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

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

#### **4.23 COMPLIANCE WITH LAWS**

The County and the 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(s), 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.

#### **4.24 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. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The 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.

#### **4.26 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(s) 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 hereof 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.

#### **4.27 CURRENT REVENUES**

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

#### **4.28 BINDING EFFECT**

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

#### **4.29 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 the County.

#### **4.30 SAFETY**

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.31 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The 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 the County in accordance with the County's requirements and procedures. The 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 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.

#### **4.32 CONTRACTUAL DEVELOPMENT**

The 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 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 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 (BAFO).

#### **4.33 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the 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 the County.

#### **4.34 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

#### 4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the 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 the 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 (1) percent and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) 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 the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the 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 the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### 4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the 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.

#### 4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation 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. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

#### **4.38 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.

#### **4.39 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.40 AIR QUALITY**

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

#### **4.41 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.42 CONFIDENTIALITY**

The 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.

**PRICE SHEET****LANDSCAPE SERVICES FOR WILLIAMSON COUNTY****PRICE SHEET (1 OF 6)****THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

The undersigned Respondent, having become familiar with this RFP agrees to furnish Landscape Maintenance Services in accordance with this RFP.

<b>CLASS A PROPERTY</b>	<b>Maintenance Cost per site visit (x48)</b>	<b>Annual Pre-emergent Cost</b>	<b>Annual Fertilization Cost</b>	<b>Annual Turf Aeration Cost</b>	<b>Annual Mulching Cost</b>	<b>Total Annual Cost per Property</b>
1. Courthouse						
1A. Blow off porches & sidewalks		x2 x52 =				
2. Sheriff Admin/Jail						
3. WC Justice Center						
4. Parking Garage for CJC/Jail						
5. Georgetown Tax Office including CarQuest						
6. Inner Loop Annex						
7. Juvenile Justice Center						
8. Central Maintenance Facility						
9. Children's Advocacy Center						
10. Cedar Park Annex						
11. Jester Round Rock Annexes						
12. Taylor Annex						
13. JP Pct#4						
14. Hutto Annex						
15. Facilities Services Center						
16. Emergency Services Operation Cntr						
17. Texas Ave Bldg						
18. Animal Shelter						
19. Sheriff Office Training Center						
20. North Campus						
21. Georgetown Annex						
<b>TOTAL ANNUAL COST FOR CLASS A PROPERTIES=&gt;</b>						



**PRICE SHEET****LANDSCAPE SERVICES FOR WILLIAMSON COUNTY****PRICE SHEET (2 OF 6)**

<b>CLASS B PROPERTY</b>	<b>Maintenance Cost per site visit (x48)</b>	<b>Mulching Cost</b>	<b>Total Annual Cost</b>
1. Georgetown Health Clinic		N/A	
2. Old DPS Bldg			
3. TABC/Game Warden			
4. Lott Building		N/A	
5. Brown House on Main		N/A	
6. Brick Houses on MLK			
7. Old Jail			
8. LifeSteps- Red House on Main			
9. 508 Holly St		N/A	
10. Belford Square		N/A	
11. Round Rock Annexes Bldg A&B			
12. Taylor Health Clinic			
13. Taylor SO			
14. Medic #41			
15. Medic #42			
<b>TOTAL ANNUAL COST FOR CLASS B PROPERTIES=&gt;</b>			

**PRICE SHEET****LANDSCAPE SERVICES FOR WILLIAMSON COUNTY****PRICE SHEET (3 of 6)**

<b>CLASS C PROPERTY</b>	<b>Maintenance Cost per site visit</b>	<b>(x12)</b>	<b>Total Annual Cost</b>
1. Block South of Jail/SO upper & lower parking lots			
2. Parking Lot on MLK, South of CJC			
3. Metal Bldgs @ 321 W. 8 <sup>th</sup> & 323 W. 8 <sup>th</sup>			
4. HWY 29 Property (currently leased)			
5. Anderson Mill Det. Pond, .53 Acres			
6. 175 CR 138, Hutto			
7. Taylor R&B Yard			
8. Bartlett Farmhouse			
9. Operation Liberty Hill			
10. Bell Gin Property			
11. Stubblefield Props			
12. 20 Gabriel Forest			
<b>TOTAL ANNUAL COST FOR CLASS C PROPERTIES=&gt;</b>			

<b>SHREDDING</b>	<b>Maintenance Cost per site visit</b>	<b>(x4)</b>	<b>Total Annual Cost</b>
1. CMF, 50 Acres			
2. Hutto Annex, 2.7 Acres			
3. RR Jester, 16.6 Acres			
4. CAC,JJC,ESOC,AS, 90 Acres			
5. Landfill Farmstead, 5 Acres			
6. SOTC, 32.5 Acres			
7. North Campus, TBD Acres			
<b>TOTAL ANNUAL COST FOR SHREDDING=&gt;</b>			

**PRICE SHEET**  
**LANDSCAPE SERVICES FOR WILLIAMSON COUNTY**  
**PRICE SHEET (4 OF 6)**

If properties are to be added during the course of the contract or if irrigation repairs are needed, please provide pricing information for the following:

Irrigation Repair \$/hr *	Maintenance Cost (\$/sq ft) (minimum site charge?)	Pre-emergent Cost (\$/sq ft)	Fertilization Cost (\$/sq ft)	Turf Aeration Cost (\$/sq ft)	Mulching Cost Installed price \$/cu ft.	Shredding Cost (\$/acre) (min site charge?)

\*material costs will only be asked of successful proposer prior to beginning contract.

RADIO TOWERS	Maintenance Cost per site visit	Herbicide Cost per site visit	(x6)	Total Annual Cost
1. Taylor				
2. Granger				
3. Thrall				
4. Twin Towers on Inner Loop				
5. Back Up at Rabbit Hill				
6. Cedar Park Cougar Country				
7. Cedar Park Fire Ln				
8. Liberty Hill				
9. Florence				
10. Tower Road				
<b>TOTAL ANNUAL COST FOR RADIO TOWERS=&gt;</b>				

**PRICE SHEET**  
**LANDSCAPE SERVICES FOR WILLIAMSON COUNTY**  
**PRICE SHEET (5 OF 6)**

<b>GUN RANGE</b>	<b>Maintenance Cost per site visit</b>	<b>Times per Year</b>	<b>Total Annual Cost</b>
1. General Area Mowed & Trimmed 19 Acres		x 48	
2. Berms 10 Acres		x 2	
3. Unimproved Areas Shredded and Fences Trimmed 5 Acres		x 4	
4. Graveled Areas/Herbicide Applications		x 48	
<b>TOTAL ANNUAL COST FOR GUN RANGE=&gt;</b>			

**PRICE SHEET****LANDSCAPE SERVICES FOR WILLIAMSON COUNTY****PRICE SHEET (6 OF 6)**

<b>ROW MOWING</b>	<b>Maintenance Cost per site visit</b>	<b>(x6)</b>	<b>Total Annual Cost</b>
1. Anderson Mill Part 1			
2. Anderson Mill Part 2			
3. Anderson Mill Part 3			
4. AW Grimes			
5. Gattis School Rd Part 1			
6. Gattis School Rd Part 2			
7. Sam Bass Waterway			
8. Pearson Ranch Rd Part 1			
9. Pearson Ranch Rd Part 2			
10. Neenah Ave			
11. Quick Hill			
12. Grand Ave Parkway			
<b>TOTAL ANNUAL COST FOR ROW MOWING=&gt;</b>			

## SCHEDULE 1

### I. SPECIFICATIONS FOR CLASS - A PROPERTIES:

#### Turf Area Maintenance

##### A. Mowing

All turf areas shall be inspected and policed for litter, cigarette butts, glass, paper, sticks, limbs, trash and other debris hazards prior to each mowing, and disposed of. Mowing shall be in accordance with attached schedule. Mow a minimum of every 7 calendar days unless on a biweekly schedule where mowing will take place a minimum of every 14 calendar days. Mowing shall occur as often as necessary to keep all turf areas looking crisp, clean and well-groomed. Mow St. Augustine grass and buffalo grass at a 2 to 3 inch height and mow Bermuda grass at 1 to 1.5 inch height. Mow Bermuda grass at 1.5 to 2 inch height. Lift mower height, as seasonal growth requires, preventing scalping of the lawn. Remove no more than 1/3 of the leaf blade at each mowing. Once mowing cycle has begun work must be continuous until cycle is complete. This may increase or decrease due to weather, holidays, or special requests by the Contract Administrator. Make every effort to position and operate equipment such that cutting and debris picked up by rotating assemblies will be directed away from vehicles and buildings. Mowing direction will alternate with each visit to the site. Ruts are not allowed.

##### B. Edging

All sidewalks, curb lines, concrete slabs, bed edges and the immediate high visual areas shall be mechanically edged as needed to maintain a neat, clean appearance. Mechanical edgers will be used at all possible locations. Remove excess edging material at each mowing.

##### C. Trimming or Weed Eating

Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care not to damage trees and shrubs. The grass to be trimmed shall not be trimmed to less than the desired height of cut determined by the mowing operation.

##### D. Turf Fertilization

Fertilize all irrigated lawns in the first two weeks of April with 1.75 pounds of N per 1000 sq. ft. of a 4-1-2 or 2-0-1 with 50% slow release nitrogen. The blend should not contain for than 20% Nitrogen. Fertilize all irrigated lawns in the first two weeks of October with 1.75 pounds of N per 1000 sq. ft. of a or 2-0-1 with 50% slow release nitrogen. Nitrogen shall not exceed 15%. EXCEPTION: in the event of a drought with enforced water restrictions apply the following: Granular humates containing a minimum of 70% humic acid at the rate of 300 lbs per acre.

Submit all labels from fertilizers to the Contract Administrator for verification. Williamson County reserves the right to require all empty fertilizer bags and labels turned in. Notify and submit an application schedule to Contract Administrator prior to application so that watering schedule can be set to water the lawn thoroughly after applying the fertilizer. Only irrigated areas with established turfgrass will be fertilized. Clean up all fertilizer materials from paved areas immediately after application.

##### E. Weed Control

Within 2 days of aeration (early to mid-September), apply granular fertilizer (0-0-7) using a carrier with .86% Pendimethalin or .38% Barricade or biosolid such as milorganite or houactonite (6-3-0) with .86% Pendimethalin or .38% Barricade according to label directions. Blow fertilizer granules off of all hardscape areas. Only irrigated turfgrass will receive pre-emergent applications. The pre-emergent herbicide needs to be watered in after application for good control, so Contract Administrator must be notified prior to application.

In February spot spray an application of a POST broadleaf herbicide such as TriMec Southern that will target and kill established bur clover. At the same time apply a boom coverage PRE-EMERGENT herbicide for grassy weed to include Crabgrass, Bahia, Dallis, and any other varieties common to this region. Stay away from ornamental beds with herbicides.

Vendor shall provide surveillance for detection of all weed infestations in turf areas and shall take timely measures to treat same with appropriate herbicide. All precautions shall be taken in the handling and application of all sprays as stated on the herbicide label. One application with follow

## SCHEDULE 1

up applications as required to attain a kill of 90% of broadleaved weeds shall be required. Submit all labels from pesticides to the Contract Administrator for verification.

### F. Core Aeration

All irrigated lawns will be core aerated prior to preemergent control (before September 15<sup>th</sup>). Prior scheduling with Contract Administrator is required in order to mark irrigation heads with flags and check watering schedule. Marked heads that are damaged will be repaired at no charge to the County and are the responsibility of contractor. Unmarked heads that may be damaged will be repaired with the County being responsible for such charges incurred.

### G. Debris Removal

Remove and dispose of cut excessively long and windrowing grass on the same day it was mowed. Remove any clippings or leaves blown onto paved areas, curbs or walkways during mowing on the same day as mowed. Do not blow clippings, leaves or debris into storm drains, air conditioner units, buildings, vehicles, windows, landscape beds or mulched areas. Contractor shall remove grass clippings from walk, curbs and paving. Fallen limbs or branches shall be removed from sidewalks and lawn areas. Blowers must be turned off when pedestrians are in vicinity. Vendor may be asked by owner employees to cease operation of any equipment in certain areas when needed. Resume when instructed or area is clear.

### Tree and Shrub Care

Maintain trees and shrubs in a healthy, growing condition by following accepted horticultural practices and performing all necessary operations including, but not limited to, the following:

#### A. Fertilizing

Fertilizing of all shrubs, ground cover and other ornamentals with an approved tree and shrub fertilizer to be done beginning of April and again in beginning of October according to label rates. Get preapproval of fertilizer. Bag must be specific for Trees/Shrubs or ornamentals. Notify Contract Administrator prior to application so that proper water may be applied. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.

#### B. Basins (Tree Wells)

Maintain a basin around plants large enough (12"-18" shrubs; 18"-24" trees) to minimize competition for water and nutrients by grass and ground cover and eliminate mechanical injury from mowers and string trimmers. Tree wells may be chemically contained in the event there is no wind to cause drift, and all suckers have been removed prior. Keep herbicide off tree trunks. Keep mulch 6 inches away from root collar.

#### C. Pruning

- a. **Trees**-All cuts shall be made clean and outside the branch collar leaving no stubs or tearing bark and according to ANSI standards and BMP's or under supervision of Certified Arborist. All oak trees must be sealed with pruning paint immediately after the cut is made. Remove branches touching buildings, and those blocking pedestrian and vehicular traffic. Minimum of 8 foot clearance is required. Remove dead branches. All suckers are to be continually removed from trees. All major pruning shall take place in the dormant season.
- b. **Ornamental Trees**-Provide tree pruning to include sucker removal and small branch removal. Maintain all trees in the natural shape and size for particular species. Prune as needed throughout the year, or whenever hazardous conditions exist. Remove low hanging, dead or damaged limbs, sucker, water sprouts, and foliage four inches in diameter and smaller seven feet above the ground that interfere with vehicular or pedestrian traffic. Follow ANSI standards.
- c. **Shrubs**-Prune as needed throughout the year. In some instances unscheduled pruning may have to occur in order to comply with sight distance guidelines or building security issues. Remove broken or damaged branches and dead plants upon detection. Maintain plants in their natural shape and form of the particular species or variety, even when necessary to control size. Prune flowering shrubs immediately after blooming so that later pruning will not remove the next season's flowers. Shearing and the use of hedge shears must be approved by Landscape Specialist. Use hand pruners and loppers. Remove limbs that interfere with vehicular or pedestrian sight lines and traffic or compromise safety and/or security. Prune to control growth, remove inconsistent growth,

## SCHEDULE 1

remove dead or damaged limbs, and remove suckers or water sprouts. Do not spray herbicides on tree or shrub sprouts. Removed branches and foliage that hang below seven feet above the ground in traffic areas where sight obstructions are a problem. Prune shrubbery to a height no greater than thirty inches where sight obstructions are a problem.

- d. **Perennials**-Perennials include ornamental grasses, groundcovers, spring bulbs, or any herbaceous plant material. Remove all dead foliage, flowers, flower stalks, and plants as needed throughout the year. Prune and remove clippings from all ornamental grasses once each spring prior to March 1<sup>st</sup>. A neat clean cut that does not damage the crown area is required.

**D. Clearance And Visibility**

Trees and shrubs shall be pruned in such a way to avoid blocking the clear view of signs, illumination by light fixtures, the flow of air vents and air conditioner compressors as well as pedestrian and vehicular traffic.

**E. Staking**

Maintain tree alignment, provided by guying or staking, in sound condition; periodically check all ties to ensure against injury to the cambium layer. Remove tree stakes and guys when the trees are able to support themselves, typically after a year. Reset and stake trees that have been windblown and are leaning.

**F. Weed Control**

Keep basins and shrub beds free of weeds and vines. Avoid excessive soil cultivation which destroys shallow roots and contributes to soil erosion. Bed edges are to be kept clean and weed defined. Use post emergent herbicides, hand weeding, and mulch to keep the open ground between plants and in ground cover areas weed free.

**G. Mulch**

Mulch once a year during the months of December/January/February. Maintain a consistent and uniform 3-inch layer of mulch in all plant beds and tree wells throughout the year. There should be no thin or bare areas. A site investigation is mandatory to evaluate needs. Keep mulch raked into beds and tree wells and out of turf, pavement, and curb and gutter areas throughout the year. Taper mulch to ground level around shrub and tree trunks. Do not pile mulch up around tree and shrub trunks. Do not allow mulch to cover drainage grates, lights or other structures. Remove piles of leaves and leaves covering plant material prior to mulching bed areas. Define and maintain sharp bed line edges between mulch and turf throughout the year. All planter beds will be raked through once per quarter to remove debris and promote an attractive appearance. Replace any mulch that has been knocked or washed out of beds.

**H. Leaves, Debris, Litter & Trash Removal**

Litter will be removed from landscape areas, sidewalks, porches, steps, and parking lots on each visit. All debris, litter, cigarette butts, glass, paper, sticks, limbs, trash and other debris hazards will be disposed of by the use of dumpsters on site, when available. Fallen limbs and branches should be removed from landscaped areas and sidewalks. Remove fallen leaves on a weekly basis from all pavement, curbs & gutters, grasses, shrub, and mulched areas throughout the year to maintain a well-groomed appearance. Do not allow accumulations of leaves to remain.

**I. Insect and Disease Control**

Use Integrated Pest Management (IPM) to control insects, diseases, and weeds. Scout for disease, insect, and mite pests on all plant material including trees, shrubbery, and ground covers and apply pesticides at each location as needed to control diseases, insects, and mites each time work is performed. This includes all pests that affect the plant material or may be hazardous to the general public. Treat fire ant mounds, yellow jackets, wasps, hornets or other nuisance pests upon detection with the appropriate chemical without endangering workers or the public. Ensure all chemical applications conform to pesticide laws. All chemicals and pesticides proposed for use require prior approval by Contract Administrator.



## SCHEDULE 1

### **Irrigation Equipment**

Needs for repairs of irrigation system shall be reported to Contract Administrator. Care should be taken around spray heads, rotors and bubblers with equipment. All irrigation valve boxes, backflow devices, meter boxes are to be kept grass and weed free.

### **Parking Lot and Hard Surface Weed Control**

Spray and kill vegetation occurring within asphalt and concrete cracks, walks, and medians as well as median tips, dividers, expansion joints, curbs and gutter; around rip-rap areas, sign posts, guy wires, fire hydrants, guardrails, fence lines, gravel, brick paved, storage/equipment yards or other such areas which cannot be properly maintained otherwise. Do not exceed an eight inch diameter on spray bands around obstacles in turf areas. Provide weed control on a weekly basis or as needed throughout the year. Ensure all chemical applications conform to pesticide laws.

### **Miscellaneous**

Ditches, retention ponds and ROW must be maintained as if they are part of the property. Volunteer trees, vines and weeds along property lines and fences are to be eradicated. The vendor shall pick up all accumulated litter and debris and remove and dispose of properly. If there are pots or sidewalk planters at property, contractor shall maintain and hand water as needed.

### **Emergencies**

In the event of severe storm damage on properties such as broken or fallen tree limbs, the Contractor must be available "as needed" to help County Maintenance workers cut and remove the debris and the Contractor may charge additional fees for such services.

## **II. SPECIFICATIONS FOR CLASS-B PROPERTIES:**

### **Grass Areas:**

Mowing and edging must be done every week, March – December, and every other week, January - February. Mowing must not remove more than one-third of the above ground growth. Mowing height should be determined by type of grass and adjusted accordingly to maintain a healthy turf especially during hot, dry weather conditions. Make every effort to position and operate equipment such that cutting and debris picked up by rotating assemblies will be directed away from vehicles and buildings. Mowing direction will alternate with each visit to the site. Mow a minimum of every 7 calendar days unless on a biweekly schedule where mowing will take place a minimum of every 14 calendar days.

### **Shrubs and Ground Cover Beds:**

Flowerbeds and ground cover beds are to be maintained weed-free. Hedge type shrubbery must be trimmed and pruned as necessary to maintain a manicured appearance, and to prevent obstructed view of signs, windows, etc. All other types of shrubs must be trimmed and pruned as necessary in accordance with the best horticultural practice and the desired manicured look. Remove broken or damaged branches and dead plants upon detection. Mulch once a year during the months of December/January/February. Maintain a consistent and uniform 3-inch layer of mulch in all plant beds and tree wells throughout the year. There should be no thin or bare areas. A site investigation is mandatory to evaluate needs. Keep mulch raked into beds and tree wells and out of turf, pavement, and curb and gutter areas throughout the year. Taper mulch to ground level around shrub and tree trunks. Do not pile mulch up around tree and shrub trunks. Do not allow mulch to cover drainage grates, lights or other structures. Remove piles of leaves and leaves covering plant material prior to mulching bed areas. Define and maintain sharp bed line edges between mulch and turf throughout the year. All planter beds will be raked through once per quarter to remove debris and promote an attractive appearance. Replace any mulch that has been knocked or washed out of beds.

### **Trees:**

Prune trees to remove dead, diseased, or dangerous, branches according to ANSI standards and BMP's or under supervision of Certified Arborist. Must be pruned and shaped during December or January and maintain an eight-foot clearance above ground level especially over sidewalks and parking spaces throughout the year. Limbs obstructing view of signs should be removed at trunk or pruned to intersecting branches for best visual appearance. Sucker growth on trees should be

## SCHEDULE 1

kept pruned off at all times. Tree wells should be maintained weed-free of competing grass and broadleaved weeds. Mulch must remain 6 inches from root flare on trunk. Oak trees require pruning paint immediately after pruning cuts are made.

**Debris, Trash and Litter:**

All accumulated litter and debris must be removed and disposed of properly from all lawns, flowerbeds, sidewalks, parking lots, curbs and landscape areas prior to mowing. Contractor shall remove grass clippings from walk, curbs and paving. Grass clippings are to be removed from lawns if in wind rows or if unsightly clumps are left on the lawn (normally created by the inability to mow on schedule because of rain).

**Insect Control:**

Scout for insect pests on all plant material including trees, shrubbery, lawn and ground covers and apply pesticides at each location as needed for all pests that may be hazardous to the general public. Treat fire ant mounds, yellow jackets, wasps, hornets or other nuisance pests upon detection with the appropriate chemical without endangering workers or the public. Ensure all chemical applications conform to pesticide laws. All chemicals and pesticides proposed for use require prior approval by Contract Administrator.

**Parking Lot and Hard Surface Weed Control:**

Building maintenance strips, concrete expansion joints, curbs, gutters, and graveled or paved areas will be kept weed and grass free. Use herbicides which inhibit or eradicate growth, where applicable. Follow label directions. Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care not to damage trees and shrubs.

**Miscellaneous:**

Ditches, ROW and retention ponds must be maintained as if they are part of the property. Volunteer trees, vines and weeds along property lines and fences are to be eradicated. If there are pots or sidewalk planters at property, contractor shall maintain and hand water as needed.

**Emergencies:**

In the event of severe storm damage on properties such as broken or fallen tree limbs, the Contractor must be available "as needed" to help County Maintenance workers cut and remove the debris and the Contractor may charge additional fees for such services.

### III. SPECIFICATIONS FOR CLASS-C PROPERTIES:

**Grass Areas:**

Mowing and edging shall be in accordance with attached schedule. Mow a minimum of every 30 calendar days. Make every effort to position and operate equipment such that cutting and debris picked up by rotating assemblies will be directed away from vehicles and buildings.

**Trees:**

Prune trees to remove dead, diseased, or dangerous, branches according to ANSI standards & BMP's or under supervision of Certified Arborist. Must be pruned and shaped during December or January and maintaining an eight-foot clearance above ground level especially over sidewalks and parking spaces throughout the year. Limbs obstructing view of signs should be removed at trunk or pruned to intersecting branches for best visual appearance. Sucker growth on trees should be kept pruned off at all times. Tree wells should be maintained weed-free of competing grass and broadleaved weeds. Mulch must remain 6 inches from root flare on trunk. Oak trees require pruning paint immediately after pruning cuts are made.

**Debris, Trash and Litter:**

All accumulated litter, debris, and fallen limbs must be removed and disposed of properly from all lawns, sidewalks, parking lots, curbs and landscape areas. Contractor shall remove grass

## SCHEDULE 1

clippings from walk, curbs and paving. Grass clippings are to be removed from lawns if in wind rows or if unsightly clumps are left on the lawn (normally created by the inability to mow on schedule because of rain).

**Insect Control:**

Scout for insect pests on all plant material including trees, shrubbery, lawn and ground covers and apply pesticides at each location as needed for all pests that may be hazardous to the general public. Treat fire ant mounds, yellow jackets, wasps, hornets or other nuisance pests upon detection with the appropriate chemical without endangering workers or the public. Ensure all chemical applications conform to pesticide laws. All chemicals and pesticides proposed for use require prior approval by Contract Administrator.

**Parking Lot and Hard Surface Weed Control:**

Building maintenance strips, concrete expansion joints, curbs, gutters, and graveled or paved areas will be kept weed and grass free. Use herbicides which inhibit or eradicate growth, where applicable. Follow label directions. Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care not to damage trees and shrubs.

**Miscellaneous:**

Ditches, ROW and retention ponds must be maintained as if they are part of the property. Volunteer trees, vines and weeds along property lines and fences are to be eradicated.

**Emergencies:**

In the event of severe storm damage on properties, the Contractor must be available "as needed" to help County Maintenance workers cut and remove the debris and the Contractor may charge additional fees for such services.

## VI. SPECIFICATIONS FOR SHREDDING PROPERTIES:

**Grass Areas:**

Mow a minimum of every three months. Additional mowings may be requested as needed.

**Herbicide Application:**

Treat mesquite trees in mowed areas with herbicide to eradicate.

**Debris, Trash and Litter:**

Remove all trash and debris at each visit.

## V. SPECIFICATIONS FOR RADIO TOWER PROPERTIES:

**General:**

Mow and weedeat vegetated areas 10 feet around the tower fence and tower driveways.

**Herbicide applications:**

Treat all vegetation in graveled areas with glyphosate. Treat graveled areas inside the tower fence with pramitol twice a year.

**Guy Wires:**

Line trim in and around guard fences and guard posts.

**Fences:**

Volunteer trees, vines and weeds along poles and fences are to be eradicated. Apply glyphosate to trimmed areas.

**Miscellaneous:**

Remove trash and debris at each visit.

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### IV. SPECIFICATIONS FOR GUN RANGE:

#### Grass Areas:

Mowing and edging must be done every week, March – December, and every other week, January - February. Mowing must not remove more than one-third of the above ground growth. Mowing height should be determined by type of grass and adjusted accordingly to maintain a healthy turf especially during hot, dry weather conditions. Make every effort to position and operate equipment such that cutting and debris picked up by rotating assemblies will be directed away from vehicles and buildings. Mowing direction will alternate with each visit to the site. Mow a minimum of every 7 calendar days unless on a biweekly schedule where mowing will take place a minimum of every 14 calendar days.

#### Debris, Trash and Litter:

All accumulated litter and debris must be removed and disposed of properly from all lawns, flowerbeds, sidewalks, parking lots, curbs and landscape areas prior to mowing. Contractor shall remove grass clippings from walk, curbs and paving. Grass clippings are to be removed from lawns if in wind rows or if unsightly clumps are left on the lawn (normally created by the inability to mow on schedule because of rain).

#### Parking Lot and Hard Surface Weed Control:

Building maintenance strips, concrete expansion joints, curbs, gutters, and graveled or paved areas will be kept weed and grass free. Use herbicides which inhibit or eradicate growth, where applicable. Follow label directions. Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care not to damage trees and shrubs.

#### Berms:

Impact & Spur Berms need to be kept free of heavy brush and trimmed to no more than 2 inches in height Bi-Annual.

#### Miscellaneous:

Volunteer trees, vines and weeds along property lines and fences are to be eradicated.

### IIV. SPECIFICATIONS FOR ROW MOWING:

#### Safety:

TXDOT Roadside Traffic Control Plan and guidelines must be followed.

#### Grass Areas:

Mowing and edging shall be in accordance with attached schedule. Mow a minimum of every 30 calendar days during May-October. Make every effort to position and operate equipment such that cutting and debris picked up by rotating assemblies will be directed away from vehicles and buildings.

#### Debris, Trash and Litter:

All accumulated litter and debris must be removed and disposed of properly from all lawns, sidewalks, parking lots, curbs and landscape areas prior to mowing. Contractor shall remove grass clippings from walk, curbs and paving.

(Inserted Roadside Traffic Control Plan)

[illegible]

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## SCHEDULE 2

### LANDSCAPE MAINTENANCE SCHEDULE CLASS A PROPERTIES

FUNCTION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Mowing Turf Areas/Edge Walks/Line Trim	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Retention Ponds/Ditches/ ROW/Property Lines/ Etc.	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Tree Pruning	As Needed		Major			As Needed to Meet Specifications						
Shrub Pruning	As Needed		Major			As Needed to Meet Specifications						
Perennial Pruning	As Needed			Winter Cutback		As Needed to Meet Specifications						
Weed/Herbicide Beds/Tree Wells/Irrigation covers	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Trash/Debris Removal	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Mulch	As Needed (turn once/mo.)		New Mulch applied			As Needed to Meet Specifications (turn once a month)						
Hard Surface Weeds Sprayed/Pest Control	As needed upon detection											
Turf Fertilization	1 <sup>st</sup> two weeks						1 <sup>st</sup> two weeks					
Ornamental Fertilization	1 <sup>st</sup> two weeks						1 <sup>st</sup> two weeks					
Turf Pre-emergent/ Weed Control					POST-Broadleaf weeds treated if needed. PRE-EMERGENT for grassy weeds							PRE-EM for winter broadleaf weeds on or around 15th
Turf Aeration												Before Preem

#### CLASS-A PROPERTIES INCLUDED FOR ABOVE SCHEDULE:

1. Courthouse – 710 Main Street, Georgetown (Under no circumstances may work be performed on Tuesday at Courthouse during Commissioners Court.) (twice a week blow off sidewalks and porches)
2. Sheriff Administration/Jail, 508 S Rock St, Georgetown
3. Williamson County Justice Center, 405 MLK, Georgetown
4. Parking Garage for CJC/Jail, 305 W. 4<sup>th</sup>, Georgetown
5. Georgetown Tax Office, 904 S. Main, Georgetown includes Carquest, 909 S. Austin Ave., Georgetown
6. Inner Loop Annex, 301 SE Inner Loop, Georgetown (irrigated areas only for turf fertilizer and pre-emergents)
7. Juvenile Justice Center, 200 Wilco Way, Georgetown (irrigated areas only for turf fertilizer & pre-emergents) (parade field only mowed every other site visit)
8. Central Maintenance Facility, 3151 SE Inner Loop, Georgetown (around building only for turf fertilizer & pre-emergents)
9. Children's Advocacy Center, 1811 SE Inner Loop, Georgetown
10. Cedar Park Annex, 350 Discovery Blvd, Cedar Park (around building only and front for turf fertilizer & pre-emergents)
11. Jester Round Rock Annexes, 1781 & 1801 E. Old Settlers Rd., Round Rock (irrigated areas only for turf fertilizer & pre-emergents)
12. Taylor Annex, 412 Vance St, Taylor
13. JP Pct # 4, 211 West 6<sup>th</sup> Street, Taylor
14. Hutto Annex, 350 Exchange Blvd, Hutto (irrigated areas only for turf fertilizer & pre-emergents)
15. Facilities Services Center, 3101 SE Inner Lp., Georgetown (irrigated areas only for fertilizer & pre-emergents)
16. Emergency Service Operation Center, 911 Tracy Chambers Ln, Georgetown (irrigated areas only for turf fertilizer & pre-emergents)
17. Texas Ave Bldg, 355 Texas Ave, Round Rock

18. Animal Shelter, 1855 SE Inner Lp, Georgetown (irrigated areas only for turf fertilizer & pre-emergents) (Addition Under Construction: estimated ? 2018)
19. Sheriff Office Training Center, 8160 Chandler Rd, Hutto
20. North Campus, including 3161, 3171, 3181, 3189 SE Inner Loop, Georgetown
21. Georgetown Annex, 151 Wilco Way, Georgetown (Under Construction: estimated November 2018)

### LANDSCAPE MAINTENANCE SCHEDULE CLASS B PROPERTIES

FUNCTION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Mowing Turf Areas/Edge Walks/Line Trim	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Retention Ponds/Ditches /ROW/Property Lines/ Etc.	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Tree Pruning	As Needed		Major			As Needed to Meet Specifications						
Shrub Pruning	As Needed		Major			As Needed to Meet Specifications						
Perennial Pruning	As Needed			Winter Cutback		As Needed to Meet Specifications						
Weed/Herbicide Beds/Tree Wells/Irrigation covers	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Trash/Debris Removal	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Mulch	As Needed (turn once/mo)		New Mulch applied			As Needed to Meet Specifications (turn once a month)						
Hard Surface Weeds Sprayed/Pest Control	As needed upon detection											

#### CLASS-B PROPERTIES INCLUDED FOR ABOVE SCHEDULE:

1. Georgetown Health Dept, 100 W 3rd St, Georgetown
2. Old DPS Bldg, 516 Pine St, Georgetown
3. TABC/Game Warden, 517 Pine St., Georgetown
4. Lott Building, 107 S Holly, Georgetown
5. Brown House, 303 S Main St, Georgetown
6. Brick Houses, 303 & 305 MLK & parking lot, Georgetown
7. Old Jail, 312 S Main St, Georgetown
8. LifeSteps/Red House, 311 S Main St, Georgetown
9. Warehouse, 508 Holly, Georgetown
10. Belford Square, 306, 308 & 310 W. 7<sup>th</sup> St., Georgetown
11. Round Rock Annex Bldg A & B, 211 Commerce Cove, Round Rock
12. Taylor Health Clinic, 115 W 6th St, Taylor
13. Taylor Sheriff Office, 2501 Mallard Ln, Taylor
14. Medic #41, 2604 Northlawn, Taylor
15. Medic #42, 1427 N. Main St., Taylor

## SCHEDULE 2

### LANDSCAPE MAINTENANCE SCHEDULE CLASS C PROPERTIES

FUNCTION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Mowing Turf Areas/Edge Walks/Line Trim	1	1	1	1	1	1	1	1	1	1	1	1
Retention Ponds/Ditches/ ROW/Property Lines/ Etc.	1	1	1	1	1	1	1	1	1	1	1	1
Tree Pruning	<i>As Needed</i>											
Weed/Herbicide/Tree Wells/poles/signs	1	1	1	1	1	1	1	1	1	1	1	1
Trash/Debris Removal	1	1	1	1	1	1	1	1	1	1	1	1
Hard Surface Weeds Sprayed/Pest Control	<i>As needed upon detection</i>											

#### CLASS-C PROPERTIES INCLUDED FOR ABOVE SCHEDULE:

1. Block south of Jail/SO
2. Parking lot on MLK, south of Criminal Justice Center
3. Metal Buildings, 321 W. 8<sup>th</sup> St, & 323 W. 8<sup>th</sup> St Georgetown
4. Hwy 29 Property 9769 State Hwy 29 West, Liberty Hill (lease property, no maintenance when occupied)
5. Anderson Mill Detention Pond
6. 175 CR 138, Hutto
7. Taylor R&B Yard, 900 S Main St, Taylor
8. Bartlett Farmhouse, 6801 FM 972, Bartlett, 3.24 Acres
9. Operation Liberty Hill, 1401 Hwy 183, Leander
10. Bell Gin Property, 3825 CR 110, Georgetown, 1.9 Acres
11. Stubblefield Properties, 915 & 923 Stubblefield, Liberty Hill
12. 20 Gabriel Forest, Georgetown

### SHREDDING SCHEDULE

FUNCTION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Shredding	1			1			1			1		
Spray herbicide on mesquite trees	As needed to meet specifications											
Trash/Debris Removal	1			1			1			1		

#### PROPERTIES INCLUDED FOR ABOVE SCHEDULE:

1. CMF- SE Inner Loop, Georgetown, 50 Acres
2. Hutto Annex- Exchange Blvd, Hutto, 2.7 Acres
3. Round Rock Jester Annex- Old Settlers Blvd, Round Rock, 16.6 Acres
4. CAC,JJC,ESOC,AS- SE Inner Loop Rd, Georgetown, 90 Acres
5. Farmstead at Landfill- 2800 FM 1660, Hutto, 5 Acres
6. SOTC – 8160 Chandler Rd, Hutto 32.5 Acres



7. North Campus – to be determined still under construction

### RADIO TOWER GROUNDS MAINTENANCE SCHEDULE

FUNCTION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Mowing Driveway/10 ft area around fence	1		1		1		1		1		1	
Trash/Debris Removal	1		1		1		1		1		1	
Herbicide Application	1		1		1		1		1		1	
*Line Trim within Guy Point fencing areas	1		1		1		1		1		1	

#### RADIO TOWER PROPERTIES INCLUDED FOR ABOVE SCHEDULE:

1. Taylor Site, 108 Old Coupland Rd, Taylor
2. \*Granger Site, 5690 CR 327, Granger
3. \*Thrall Site, 7800 CR 424, Thrall
4. Twin Towers Site, 1058 CR 116 (Rabbit Hill Rd), Georgetown
5. \*Back up site, 151 Carlson Cove, Georgetown
6. Cedar Park Cougar Country site, 1900 Cougar Country Dr, Cedar Park
7. Cedar Park Fire Ln. site, 1302 Fire Ln, Cedar Park
8. Liberty Hill site, 5251 CR 200, Liberty Hill
9. Florence site, FM 2843, Florence (Will be moving to FM 970 by March 2019)
10. Tower Rd. site, 2141 Tower Rd (Hawes Tract), Liberty Hill

### GUN RANGE GROUNDS MAINTENANCE SCHEDULE

FUNCTION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Mowing Turf Areas/Line Trim	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Hard Surface Weeds Sprayed	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Trash/Debris Removal	Every week	Every week	Every week	Every other week	Every other week	Every week	Every week	Every week	Every week	Every week	Every week	Every week
Berms trimmed <2" height, remove all heavy brush	One Time Twice Per Year						One Time Twice Per Year					
Unimproved areas shredded and fence lines trimmed	One Time Quarterly		One Time Quarterly		One Time Quarterly		One Time Quarterly		One Time Quarterly		One Time Quarterly	

#### GUN RANGE PROPERTIES INCLUDED FOR ABOVE SCHEDULE:

1. Gun Range, 3901 CR 130, Hutto, including Hutto Community Center

## ROW GROUNDS MAINTENANCE SCHEDULE

FUNCTION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Mowing ROW Turf Areas/ Edge Walks/ Line Trim	1	0	0	0	0	0	0	1	1	1	1	1
Trash/Debris Removal	1	0	0	0	0	0	0	1	1	1	1	1

### ROW PROPERTIES INCLUDED FOR ABOVE SCHEDULE:

1. Anderson Mill Part 1
2. Anderson Mill Part 2
3. Anderson Mill Part 3
4. AW Grimes
5. Gattis School Rd Part 1
6. Gattis School Rd Part 2
7. Sam Bass Waterway
8. Pearson Ranch Rd Part 1
9. Pearson Ranch Rd Part 2
10. Neenah Ave
11. Quick Hill
12. Grand Avenue Parkway

## **SPECIAL PROVISIONS**

### **Landscape Services for Williamson County**

#### **Contract Administration**

Christi Stromberg, (or successor), Assistant Facilities Director, Williamson County, 3101 S.E. Innerloop, Georgetown, TX 78626 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.

- Price for Services (25 pts)
- Professional Experience of Key Personnel (20 pts)
- Contractor's Responsiveness to Emergencies, Availability of Skilled Labor, Headquarter Location, and Ongoing Training (20 pts)
- Relevant Experience and Experience on Similar Projects (15 pts)
- Special Capabilities and Equipment (10 pts)
- Overall Quality of References (10 pts)



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



## 4. PROPOSAL SPECIFICATIONS

### 4.1 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.

### 4.2 General Requirements, Specifications for Classes of Properties and Landscape Maintenance Schedule

- 4.2.1 Respondent should have a record of satisfactory performance with the Better Business Bureau.
- 4.2.2 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.
- 4.2.3 The specifications for each classification of property where services are to be provided are set forth in Schedule 1 herein below. **In addition to the requirements and specifications set out in this RFP, the Successful Respondent must comply with the specifications set out in Schedule 1.**
- 4.2.4 The Landscape Maintenance Schedule is set forth in Schedule 2 herein below. **In addition to the requirements and specifications set out in this RFP, the Successful Respondent must comply with the Landscape Maintenance Schedule set out in Schedule 2.**

### 4.3 MANDATORY REQUIREMENTS

4.3.1 **Mandatory Requirements:** The following requirements are **mandatory requirements:**

- 4.3.1.1 Respondent must attend Pre-Proposal Conference (date, time and location see page 1 of this RFP)
- 4.3.1.2 Respondent must be licensed to do business in the State of Texas and provide Certificate of Account Status Form No.05-304. As of May 2013, State Comptroller does not issue letters of good standing. Verification can be done through on line database. Submit a copy of ACTIVE status verification from the website. <http://comptroller.texas.gov/>
- 4.3.1.3 Respondent must have required licenses by State Law to carry out services in this RFP. Provide a copy of pesticide applicator's license and irrigator's license from the State of Texas.
- 4.3.2 **Scored Criteria:** Respondents shall address each of the following specific criteria questions demonstrating that its Proposal meets the minimum qualifications, requirements and that the Respondent understands the services to be performed. Proposal responses shall address, at a minimum, the following:
  - 4.3.2.1 Comparable Contracts and Experience. Respondent must provide a list of ALL contracts of comparable size for the past five (5) years where similar responsibilities and services have been required and performed. Describe briefly how each particular contract compares with the requirements of this RFP. Points will be accumulated based upon Respondent's response and how it compares to the specifications of this RFP. Williamson County may request additional information as needed.
  - 4.3.2.2 Key Personnel- Respondent must provide information about how long they have been in business and include a list of key personnel with their experience levels and expertise including any professional affiliations, memberships, certifications and licenses they may carry. Key Personnel should at a minimum contain a Licensed Applicator and a Licensed Irrigator. Also preferred is an ISA Certified Arborist.

- 4.3.2.3 Availability of Skilled Labor, Ongoing Training, and Headquarter Location– It is expected that the Successful Respondent will have adequate staff and support to properly service the Contract. Respondent shall provide list of employee positions and job descriptions and outline their job duties. Describe briefly how employees will be utilized to comply with these requirements. Provide a narrative on safety and professional training provided to employees servicing the Contract. In the event of an emergency, such as a flood or high winds, the Respondent must be able to mobilize with all appropriate equipment within 2 hours of receiving notice from County and begin work at the location of the emergency. Describe how company will handle such emergency situations.
- 4.3.2.4 Special Capabilities and Equipment- It is required that the Successful Respondent be able to perform landscape maintenance services as specified in this document. Respondent must provide a list of all machinery and equipment. Describe how equipment if not already owned, will be leased or purchased for requirements covered by this RFP. It is represented as part of this Proposal that all of the equipment listed is available for use on the work covered by this RFP. As a part of the Proposal evaluation, Williamson County reserves the right to inspect the availability and capability of the equipment of the Respondent(s) submitting a Proposal. Explain how all equipment will be properly maintained and kept in a safe operating condition. Williamson County as part of CAPCOG and part of regional air quality planning, prefer that 50% of the fleet/equipment be propane-fueled or other “green” fueled.
- 4.3.2.5 References submittal - Respondent will provide no less than three (3) references that can vouch for their work ethic and abilities to conduct good business and perform to the standards set forth in this RFP. List at least three (3) customers during the past five (5) years for which you provided goods and/or services similar to those specified in the solicitation in the Appendix provided below. Provide the owner's name, contact person, address, telephone number, and date of goods and services provided, as described. The County may contact some or all of the references provided in order to determine Respondent's performance record on work similar to that described in this request. The county reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.
- 4.3.2.6 Price – Please provide pricing information on the designated sections of the Price Sheet, which is set out in Appendix A.

#### **4.4 PERSONNEL**

- 4.4.1 Supervisor - The Successful Respondent must have a qualified supervisor in charge of work and personnel on the premises during all hours worked by the Successful Respondent's personnel. Successful Respondent shall provide adequate supervision to assure that all work will be done in accordance with this agreement and generally accepted good practice. Adequate time shall be allowed for a thorough and complete examination of the entire property.
- 4.4.2 The Successful Respondent must comply with all Immigration and Naturalization Laws as are currently in force as to 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.
- 4.4.3 Employees and subcontractors are subject to background checks at any time.
- 4.4.4 Company uniforms must be provided by the Successful Respondent for all its employees that will be working on County premises. The uniforms must be worn at all times. Respondent personnel will carry Respondent identification at all times while on Williamson County property.

Respondent personnel will show identification when asked by Williamson County employees or law enforcement. All employees will wear uniforms and provide a neat appearance and professional behavior at all times.

4.4.5 All work shall be performed by Respondent's employees. No work shall be performed by subcontractors without written consent of Williamson County.

4.4.6 The use of any type of tobacco shall not be permitted in any Williamson County Facility or on Williamson County grounds as they are TOBACCO-FREE campuses.

#### **4.5 OMISSION**

Any services and/or materials that have been omitted from these Specifications which are clearly necessary for completion of the services shall be considered a requirement although not directly specified or called for in these Specifications.

#### **4.6 Additional Contract Requirements**

4.6.1 The Successful Respondent must provide his own labor, tools, equipment, fertilizers, pesticides, transportation, etc. Preferred equipment includes propane, electric, bio-diesel, or natural gas powered mowers, edging or trimming devices. Williamson County will not provide storage space for the Successful Respondent's equipment. The Successful Respondent shall dispose of all trimmings and dead growth in a lawful manner.

4.6.2 The Successful Respondent shall be responsible for calling the County's Contract Administrator to schedule a meeting in order to discuss the schedule and servicing the sites. A work schedule shall be submitted to the County for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week. Successful Respondent shall submit revised schedules when actual performance differs substantially from planned performance.

4.6.3 The Successful Respondent must coordinate fertilizer and herbicide applications with Contract Administrator. Environmentally approved vegetation killers are permissible in all areas to the extent that they do not adversely affect the plants and trees which have been planted, but must be pre-approved by Williamson County prior to application. All fertilizer and pesticide applications require that a form signed by applicator be turned into the Williamson County Facilities Department recording any and all chemicals applied on County property. All spent chemical and fertilizer containers shall be disposed of in an approved environmentally safe and acceptable manner.

4.6.4 The Successful Respondent may be asked to provide a grounds maintenance checklist for each site on the day work is completed. Such list will be provided at a post award meeting. If Successful Respondent has a list it prefers, they may submit it for approval. Problem conditions that are encountered during the normal duties of the Successful Respondent shall be reported. Conditions may include, but are not limited to turf grass diseases, fire ant or other pest problems, and necessary irrigation system maintenance.

4.6.5 The Successful Respondent must first consult and receive final approval from the Contract Administrator before performing any requests deviating from specifications. Requests are often made by other County employees and the general public and must go through the Facilities Department first. No unapproved work may be billed to Williamson County.

4.6.6 If inclement weather or Ozone Action Days prevents the Successful Respondent from performing a scheduled visit Successful Respondent must notify the Contract Administrator. The work shall be performed as soon as possible at the mutual agreement of the Contract Administrator and the Successful Respondent. On the days declared as an Ozone Action Day, the Successful Respondent shall reschedule at the earliest date, any services requiring the use of gas operated equipment. This does not however relieve the Successful Respondent from

performing other scheduled duties of that day where this type of equipment is not required. For information regarding ozone action days please refer to the TCEQ website:

[http://www.tceq.state.tx.us/cgibin/compliance/monops/ozone\\_actionday.pl](http://www.tceq.state.tx.us/cgibin/compliance/monops/ozone_actionday.pl)

To sign up for ozone watch/warning alerts go to [www.cleanairforce.org](http://www.cleanairforce.org)

- 4.6.7 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, members of 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.
- 4.6.8 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.
- 4.6.9 Successful Respondent vehicles shall be properly marked on outside identifying the company logo, etc. any time a site visit is made.
- 4.6.10 The Successful Respondent shall make minor repairs or replace any irrigation equipment damaged due to Successful Respondent negligence.
- 4.6.11 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 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.
- 4.6.12 For auditing purposes, Successful Respondent may be asked to give break out of costs for a specific property or properties.
- 4.6.13 Multiple invoices with back up documentation may be required.
- 4.6.14 Additional projects, landscape upgrades, etc. will be negotiated as needed. There are County properties that are not included in this RFP. During the term of the Contract between the County and the Successful Respondent, additional County facilities or properties may be added in addition to those described in Schedule 2. Please provide pricing for such on Appendix A in the event County adds additional properties.
- 4.6.15 The Successful Respondent will be issued necessary gate access key(s). In no case shall the Successful Respondent make duplicates of any Williamson County keys.
- 4.6.16 The Successful Respondent and his/her employees shall ensure that all gates giving access to Williamson County facilities are secured. Failure to properly secure County facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
- 4.6.17 During the initial sixty day period of any contract which may be awarded to Successful Respondent, the Contract Administrator and /or other persons designated by the County will

meet with the Successful Respondent to identify any issues or potential problems. The County reserves the right to determine, in its sole discretion, (a) whether Successful Respondent has complied with all terms of the RFP and (b) whether any problems or potential problems were evidenced which make it unlikely (even with possible modifications) that such proposed services have met the County requirements. If, as a result of such determination the County concludes that it is not satisfied with Successful Respondent, Successful Respondent's performance under any awarded contract and/or Respondent's services as contracted for, the Successful Respondent will be notified of contract termination effective thirty (30) days following notice. Successful Respondent shall return County facilities to their pre-installation state at no charge to the County. The County will have the right to invite the next highest ranking Respondent to enter into a contract. The County also reserves the right to issue a new bid or request for proposals for this project if it is determined to be in its best interest to do so.



## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

#### **1.2 Price Proposal**

The Respondent must utilize the price sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

**Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.**

#### **1.3 Proposal Evaluation and Selection**

##### **1.3.1 Evaluation/Selection Criteria**

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

**Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character,**

## Additional Stipulations - Proposal

**responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information.”**

### **1.3.2 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. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

### **1.3.3 Mandatory Criteria**

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

### **1.3.4 Graded Evaluation Factors**

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

### **1.3.5 Interviews**

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

### **1.3.6 Additional Evaluation Information**

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and

## Additional Stipulations - Proposal

expectations for satisfactory performance of the services requested herein will be met.

**All contact during the evaluation phase shall be through the Williamson County Purchasing Department only.** The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

## **1.4 Technical Contact**

Christi Stromberg, (or successor), Assistant Facilities Director Williamson County, 3101 SE Inner Loop, Georgetown, TX shall serve as the County's Technical Contact 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, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

## **1.5 Initial Contract Term**

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twenty-four (24) months beginning on October 1, 2018 through September 30, 2020.

## **1.6 Contract Extensions**

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional Thirty-Six (36) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

## **1.7 Insurance Requirements**

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



## Additional Stipulations - Proposal

this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

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.

**Successful Respondent must comply with the following insurance requirements at all times during this Contract:**

- A. Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
  2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
  3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
  4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.
- B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- C. Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.
- D. Commencement of Work.** Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this

## Additional Stipulations - Proposal

Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

- E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or 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.
- F. Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**
- G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.
- H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

- I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:
  - 1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department  
901 S Austin Ave  
Georgetown, Texas 78626

## Additional Stipulations - Proposal

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

## Question and Answers for Bid #1807-251 - Landscape Maintenance Services

### Overall Bid Questions

There are no questions associated with this bid.