

Solicitation 1905-320

Pest Management Services

Bid Designation: Public



Williamson County, Texas

Bid 1905-320

Pest Management Services

Bid Number 1905-320
 Bid Title Pest Management Services

Bid Start Date In Held
 Bid End Date Jun 17, 2019 3:00:00 PM CDT
 Question & Answer End Date Jun 11, 2019 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 4 annual renewals
 Prices Good for **Not Applicable**
 Pre-Bid Conference **Jun 4, 2019 9:30:00 AM CDT**
Attendance is mandatory
Location: 100 Wilco Way, Suite P101, Georgetown, TX 78626

Bid Comments **To provide Williamson County with comprehensive Pest Control Services. Contractor shall perform services at various locations located throughout Williamson County, as listed in this solicitation.**

Item Response Form

Item **1905-320--01-01** - 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

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:

	5
	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

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

Revised 11/30/2015



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION NUMBER 1905-320 Pest Management Services

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jun 17, 2019 3:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY OPENED:
Jun 17, 2019 3:00:00 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.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: 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: **BID NAME AND NUMBER**
100 Wilco Way
Suite P101
Georgetown, TX 78626

- o 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."
 - o Respondent should submit one (1) original.
 - o Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - o Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - o 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.
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- 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.
- o Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - o The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
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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."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

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.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

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 BIDSYNC 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's 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 the 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/Departments/Purchasing/Conflict-of-Interest>

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 fun 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

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 (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. **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. Please be aware that submitting proposals electronically is a convenience to the respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of respondent's submittal.**

Refer to 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**
100 Wilco Way, Suite P101
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 or 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 on 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 an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. 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's 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's 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's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The RFP and its Addenda (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 in 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 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 in 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 be 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 (15th) 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
100 Wilco Way, Suite P101

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 of 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 by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

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's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of the Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (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 (31st) 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 (1st) 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 (21st) 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
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, civil or criminal, or anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. Furthermore, the respondent certifies to the best of its knowledge and belief that within the last five (5) years Respondent or Respondent Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Respondent cannot so certify to the above, then it must submit along with its proposal, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Respondent. The Respondent's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Respondent shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract it becomes aware of any event which would cause the Respondent's certification or explanation to change. Respondent acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract. 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 a 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 the 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.

PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS

Williamson County Building Maintenance

3101 SE Inner Loop

Georgetown, TX 78633

Request for Proposal

Pest Management Services

Williamson County, Texas

Attachment A – Pest Management Services

RFP# 1905-320

PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS

1. PURPOSE OF SOLICITATION

To provide Williamson County with comprehensive Pest Control Services. Contractor shall perform services at various locations located throughout Williamson County.

2. CONTRACT TERM:

- 2.1. Services shall be for a period beginning on or after October 1, 2019 and shall expire on or before September 30, 2021.
- 2.2. If applicable, 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 forty-eight (48) 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 seventy-two (72) 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.

3. INSURANCE REQUIREMENTS:

- 3.1. 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 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
100 Wilco Way, Suite P101
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

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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 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
100 Wilco Way, Suite P101
Georgetown, Texas 78626
 - 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.
- 4. **APPLICABLE STANDARDS:**
 - 4.1. Contractor shall perform all pest control services in a safe manner and in accordance with chemical manufacturers' specifications and in compliance with applicable laws and regulations.

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5. INQUIRIES:

- 5.1. The sole point of contact for inquiries concerning this solicitation is:
 - 5.1.1. Williamson County Purchasing Specialist III – Johnny Grimaldo, CPPB
 - 5.1.2. Desk Phone Number: 512-943-1553
 - 5.1.3. Email address: johnny.grimaldo@wilco.org
 - 5.1.4. Subject: RFP Integrated Pest Management Services
- 5.2. All communications relating to this solicitation shall be directed to the Williamson County contact person named above. All other communications between a respondent and Williamson County agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the Williamson County point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

6. TECHNICAL CONTACT:

- 6.1. Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 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.

7. PRE-PROPOSAL CONFERENCE:

- 7.1. The Pre-Proposal Conference is scheduled for:

- 7.1.1. Date: **Tuesday, June 4, 2019**

The location of the Pre-Proposal conference is:
 Georgetown Annex
 Room: Purchasing Training Room – P104A
 100 Wilco Way
 Georgetown, TX 78633

- 7.1.2. Attendance at the one (1) scheduled pre-proposal conference is **MANDATORY**. **Only those Respondents whose names and represented firms are on the pre-proposal conference sign-in sheet shall be allowed to submit a response.** Please do not be late to the pre-proposal conference. Any attendee that arrives more than 10 minutes late will be denied entry. Attendees are encouraged to bring their own copy of this RFP document and attachments, as a limited number of hardcopies may be available at the Pre-Proposal conference.
- 7.1.3. A **MANDATORY** jobsite walkthrough of the Williamson County premises will be conducted after each pre-proposal conference. Respondents shall be prepared to drive to the following Williamson County premises and complete the mandatory walkthrough with the Williamson County Contract Administrator or designee and Facility escort. **Only those Respondents whose names and represented firms are on the mandatory walkthrough acknowledgement sheets shall be allowed to submit a response.**
 - 7.1.3.1. **Juvenile Justice Center – 200 Wilco Way, Georgetown, TX**
 - a. **Walkthrough – Tuesday, June 4th @ 10:45 AM** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Contract Administrator or designee. Open parking available in the parking lot to the North-east of the Justice Center.
 - 7.1.3.2. **Emergency Service Operation Center (ESOC) – 911 Tracy Chambers Ln, Georgetown, TX**
 - a. **Walkthrough – Tuesday, June 4th @ 11:30 AM**
 - b. **Parking and Staging** - Walkthrough provided by Williamson County Contract Administrator or designee. Open parking available in the parking lot in front of ESOC facility. Respondents shall be required to complete show valid driver's license and complete security form before gaining access to be escorted through the building.
 - 7.1.3.3. **Justice Center – 405 MLK, Georgetown, TX**

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- c. **Walkthrough – Tuesday, June 4th @ 12:45 PM**
 - d. **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Contract Administrator or designee. Open parking available in the parking lot to the North-east of the Justice Center. Respondents shall be required to pass through metal detection system.
- 5.1.3.4 **Sheriff Office and Jail – 508 South Rock Street, Georgetown, TX**
 - a. **Walkthrough – Tuesday, June 4th @ 1:45 PM**
 - b. **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Facilities Maintenance supervisor and Williamson County Contract Administrator or designee. Open parking available in the parking lot to the South-east of the Sheriff Office Administration.
- 5.1.3.5 **CTTC – 601 N Alligator Road, Granger, TX**
 - a. **Walkthrough – Tuesday, June 4th @ 3:30 PM**
 - b. **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the CTTC Maintenance supervisor and Williamson County Contract Administrator or designee. Open parking available in the parking lot near entrance of building available.
- 8. **EXAMINATION OF PREMISES:** Contractor shall be held to have examined all Williamson County premises at which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work.
- 9. **ACCESS TO WILLIAMSON COUNTY ESCORTED FACILITIES:** Before treatment of each building, the pest control technician shall check in with the on-duty supervisor or designee. The on-duty supervisor or designee will ensure all areas are treated (inside and outside) and assign and escort, as needed. The escort includes making available all accessible plumbing chases, mechanical rooms (inside and outside), offices, and all other locations listed under Section 10 "General Treatment Areas". Contractors verification of treatment sign-off sheet shall be used to ensure that all services were provided and signed off by the on-duty supervisor or designee and the pest control technician. The verification of treatment sign-off sheet shall be submitted to the Williamson County Contract Administrator the same day, or the next day following the completion of the services. Additionally, the verification of treatment sign-off sheet shall accompany the invoice as supporting documentation. If the completed sign-off sheet is not received, it shall be implied that the service did not occur and Williamson County will not be invoiced for services.
- 10. **ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:**
 - 10.1. Access to following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives who will be required to provide pest control service at the following restricted and escorted facilities prior to or at time of service being performed under this contract. Facilities under this requirement include, but are not limited to:
 - 10.1.1. JJC
 - 10.1.2. SO/Jail
 - 10.1.3. CTTC
 - 10.1.4. ESOC
 - 10.1.5. CJIS Areas
 - 10.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
 - 10.2.1. A photocopy of Driver License
 - 10.2.2. Company I.D.
 - 10.3. Upon entering and leaving any Williamson County facility, Contractor's service representative will be required to sign in and out at receptionist desk or with the Authorized facility personnel.
 - 10.4. Contractor's service representative shall log all pest control service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized facility personnel or designee.
 - 10.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted facilities, and should attempt to become familiarize with all applicable procedures.

PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS**11. GENERAL SCOPE OF WORK:**

9.1. Awarded contractor shall provide a comprehensive Pest Control Services for all flying and crawling insects at designated Williamson County facilities outlined in this contract. Contractor shall furnish all labor, tools, transportation, equipment, materials, and supplies necessary to perform the comprehensive pest control services detailed in this contract. Awarded contractor shall be responsible for supervision, clean up and disposal, and must have all applicable permits, licenses, and insurance coverage as required to provide effective Pest Control Services for Williamson County facilities, including building and structures and any other sites on the property where pest infestations may be found. Williamson County Contract Administrator or designee will be the sole determination of service satisfactory and effective. Undeveloped areas are not included except for fly and mosquito breeding and fire ants.

10. PEST CONTROL SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO:

- 10.1. Control of roaches, common ants, silverfish, bed bugs, fleas, ticks, mites, common spiders, moths, crickets, grasshoppers, scorpions, bats, snakes, and other flying and crawling insects (excluding carpenter ants and termites).
- 10.2. Treatment and control of rats, mice and bats, including burrows of rats and mice and ant hills, including fire ant hills located on any portion of Williamson County facilities or grounds listed in this contract.
- 10.3. Treatment for the effective control of flies, mosquitoes and other flying insects is provided in all stagnant pools of water around all Williamson County properties and buildings listed in this contract.
- 10.4. Control of termites is not included in the Pest Control Services except for swarming termites within Williamson buildings.

10.5. Bait Boxes:

- 10.5.1. Frequency of bait box servicing shall depend upon the level of rodent infestation.
- 10.5.2. All bait boxes shall be maintained in accordance with EPA regulations with an emphasis on the safety of non-target organisms.
- 10.5.3. The Contractor shall adhere to the following rules:
 - 10.5.3.1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 - 10.5.3.2. The lids of all bait boxes shall be securely locked or fastened shut.
 - 10.5.3.3. All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface, so that the box cannot be picked up or moved.
 - 10.5.3.4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
 - 10.5.3.5. All bait boxes shall be labeled with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and at each servicing.
 - 10.5.3.6. Location of each bait box shall be documented or recorded in a manner acceptable with the Williamson County Contract Administrator or designee.

11. Fogging Treatment:

- 11.1. Low volume, food safe, fogging treatment (either hand held electric applicator or wall mounted) for kitchen only, and as agreed upon by authorized local manager. Equivalents to fogging treatment to be approved by site contract manager.

12. Crack and Crevice Treatment:

- 12.1. Crack & Crevice Treatment for kitchen areas shall be monthly.

13. GENERAL TREATMENT AREAS:

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13.1. General treatment pricing consists of all chemicals, materials and labor required to complete pest control services at each location for interior and exterior treatment. Any services that may require Contractor to go outside the scope of work for general treatment shall be priced at an hourly rate.

13.2. **Monthly pest management treatment:** General treatment for all locations shall be treated per industry standards to include, but limited to the following:

13.2.1. Outside perimeter of Williamson County premises:

- 13.2.1.1. Walkways;
- 13.2.1.2. Exterior Walls - a minimum distance of twenty (20) feet.
- 13.2.1.3. Activity Courtyard; and
- 13.2.1.4. Maintenance workshops.

13.2.2. Inside perimeter of Williamson County premises:

- 13.2.2.1. Kitchens at Jail and Detention center.

13.3. **Biannual pest management treatment (interior):** General treatment for all locations shall be treated per industry standards to include, but not limited to the following:

- 13.3.1. Hallways;
- 13.3.2. Lobbies;
- 13.3.3. Entrance areas;
- 13.3.4. Break rooms;
- 13.3.5. Conference rooms;
- 13.3.6. Courtrooms;
- 13.3.7. Utility Closets;
- 13.3.8. Parking Garages;
- 13.3.9. Restrooms;
- 13.3.10. Mechanical and Electrical Rooms;
- 13.3.11. Storage areas;
- 13.3.12. Accessible Plumbing Chase;
- 13.3.13. Vacant and Occupied Cells;
- 13.3.13.1. Occupied Cells shall be sprayed upon request by the Williamson County Contract Administrator or designee while the vendor is on site.
- 13.3.14. Infirmary;
- 13.3.15. Police Intake;
- 13.3.16. Restricted areas; and
- 13.3.17. Attic space, if requested.

14. SPECIAL CARE TREATMENT AREAS:

14.1. Special care treatment areas are where extra care must be exercised in application of treatment chemicals due to food preparation, confinement or medical care areas.

14.2. Special care treatment areas include, but are not limited to:

- i. Medical Facilities;
- ii. Health Care Clinics;
- iii. Cafeterias/Kitchens;
- iv. Food Storage Facilities;
- v. Commissary;
- vi. Detention Facilities;
- vii. Inmate cells and housing units;
- viii. Activity yards (interior and exterior type); and
- ix. Laundry Facilities.

15. SERVICES REQUIREMENTS:

15.1. Contractor shall be Licensed and Regulated by the Texas Department of Agriculture and Licensed and regulated under the Structural Pest Control Act.

15.2. Contractor shall furnish a copy of their current Structural Pest Control Business License.

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- 15.3. Contractor shall furnish a copy of a current Certified Commercial Applicator(s) License for all employees who will be servicing County facilities.
- 15.4. Contractor shall furnish a Board-approved Consumer Information Sheet of all materials/chemicals that will be used on County facilities upon request of the Williamson County Contract Administrator.
- 15.5. Contractor shall furnish the current Material Safety Data Sheet (MSDS) on all chemicals that will be used at Williamson County facilities as an attachment to the bid submittal.
- 15.6. All chemicals used at Williamson County facilities or on properties shall be approved by the Texas Department of Agriculture and shall be U.S. Environmental Protection Agency (EPA) registered. Contractor shall comply with manufacturer's instructions for application of chemicals.
- 15.7. Special care and consideration must be made due to clinics, kitchen, probation, detention and jail facilities and other special departments hours of business.
- 15.8. No chemicals shall be mixed inside of any Williamson County facilities or on properties.
- 15.9. Contractor shall immediately report the existence of unsafe condition(s), which will compromise the safety of personnel or completion of the scheduled services, to the Williamson County Contract Administrator or designee.
- 15.10. Contractor shall schedule all services under this contract with the Williamson County Contract Administrator at least 15 business days prior to the requested services date.

16. CONTRACTOR REQUIREMENTS:

- 16.1. **Service Verification:** A written report shall be provided to the Williamson County Contract Administrator or designee an inspection report of each Williamson County facility serviced after each service call or site visit that includes, but not limited to:
 1. Name of Service Technician whom performed the work;
 2. Name of Williamson County building where work was performed;
 3. Time of arrival;
 4. Time of departure;
 5. Detailed description of work performed;
 6. Areas treated;
 7. Proposed method of treatment;
 8. Targeted pest; and
 9. Materials used in treatment.
- 16.2. **Log Book:** Contractor shall maintain a pest control logbook for each Williamson County facility. A copy of the logbook shall be submitted to the Williamson County Contract Administrator or designee monthly. The log book shall contain, but not limited to:
 1. Labels and MSDS sheets for all pesticides used are current and up-to-date;
 2. Brands of all pest control devices and equipment used;
 3. Complaints received involving callbacks and specific pest problems, if applicable;
 4. Williamson County facility name and location address;
 5. Arrival and departure time, date of service, and signature of technician performing pest control service.
 6. Building maintenance needs identifying existing conditions contributing to the pest activity and recommendations of measures that are required to eliminate the conditions.
- 16.3. **Treatment Notification:** The Contractor shall fulfill all obligations with regard to treatment notification, as required by the Texas Department of Agriculture. The Williamson County Contract Administrator or designee will be responsible to post, in a prominent location, pest control notification(s) provided by the Contractor in fulfillment of obligations under Texas laws and regulations.
 1. Contractor shall provide the treatment notification sign to the Contract Administrator or designee a minimum 72 business hour prior to the service being performed.
 - i. At minimum, treatment notification shall include the Contractor business name, Contractor address, date and service start time of treatment that is scheduled to be performed.
 1. In the event of emergency applications, the Williamson County Contract Administrator or designee will display the Contractor provided pest control notification(s) in a prominent location at the time of treatment.
- 16.4. **Safety and Health:** The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold Williamson County harmless for any action on its part or that of its employees that results in illness, injury or death.
 1. Contractor personnel shall thoroughly examine and become familiar with the areas of Williamson County facilities and grounds to be services, prior to the beginning of the scheduled service, for service to be completed in an orderly and safe manner.

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- 16.5. Uniforms and Protective Clothing:** All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.
1. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
 2. Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes are acceptable.
 - i. Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.
- 16.6. Transportation:** Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County facilities or grounds.
1. Contractor vehicles must meet Texas Department of Transportation requirements.
 2. Contractor shall provide and maintain proper vehicle insurance coverage as required by the Williamson County.
 3. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Agriculture.
 4. All Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians.
 - i. Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County facilities or grounds under this contract.
 5. Travel Time – Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.
- 16.7. Use of Pesticides:** The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with EPA.
1. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations.
 2. Contractor shall use chemicals and compounds in strict conformance with manufacturer's instructions.
 3. All chemicals or compounds shall be locked in company vehicle when not in use, while on Williamson County premises.
 - i. Chemicals or compounds shall not be left unattended in a unlocked area on Williamson County premises.
 4. Contractor shall remove and properly dispose of all chemical containers and packaging used in performance of the service on Williamson County premises.
 5. Contractor shall remove and properly dispose of all dead rodents and pests from Williamson County premises in accordance with all applicable federal, state, and local laws and regulations.
- 16.8. Quality Control Program:** Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified.
- Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of the pest control service program to the Williamson County Contract Administrator. The program shall include the following items:
- 16.8.1. **Inspection System** - Contractor shall develop a system for monitoring the effectiveness of the services provided to the Williamson County. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable.
 - 16.8.2. **Quality Control Checklist** - A quality control checklist shall be used in evaluating contract performance during regularly scheduled inspections. The checklist shall include all premises serviced by the Contractor, including every task required to be performed.
 - 16.8.3. **Quality Control File** - A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to Williamson County Contract Administrator or designee upon request.
 - 16.8.4. **Inspectors** - Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.
- 16.9. Property Damage:** Contractor shall be responsible for restoring any Williamson County facility or grounds because of Contractor operations. Contractor shall be responsible for damage to private property and injury to any person because of Contractor operations.

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- 16.9.1. Contractor shall notify the Williamson County Contract Administrator or designee immediately of damage to any Williamson County facilities or grounds or private property, and/or injury to any person because of Contractor operations.
- 16.10. **Billing:** Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.
- 16.10.1. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:
- Name and address of Contractor;
 - Contractor's Texas Identification Number;
 - Contractor's invoice remittance address;
 - Itemized and detailed description of services provided; and
 - Total price for each product and/or service provided.
- 16.10.2. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.
- 16.10.3. Contractor agrees to conduct all its services under this Contract by and through appropriate communications with Williamson County's Contract Administrator. Contractor understands and agrees that services performed or materials provided without the prior written direction of Williamson County Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.
- 16.11. **Subcontracting:**
- 16.11.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.
- 16.11.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.
- 16.11.3. The Contractor shall be the only contact for Williamson County Contract Administrator or designee and subcontractors.
- 16.11.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.
- 16.11.4.1. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
- 16.11.5. Williamson County Contract Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).
- 16.11.5.1. Any negative response may result in disqualification of the subcontractor.
- 16.11.6. Williamson County Contract Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.
- 16.11.7. Subcontracting shall be at the Contractor's expense.
- 16.12. **Other Requirements:**
- 16.12.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.
- 16.12.2. Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.
- 16.12.2.1. Contractor personnel or subcontractors found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract may result in contract termination.

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- 16.12.3. Training of Williamson County Personnel - Contractor shall provide training to Williamson County designated personnel for materials and chemicals used to ensure understanding of the application process and importance of the treatment requirements.

17. WILLIAMSON COUNTY RESPONSIBILITY:

- 17.1. Williamson County shall provide a designated "Contract Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.
- 17.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
- 17.3. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.
- 17.4. Discuss with Contractor any known problems areas or specific pest problems on Williamson County premises.
- 17.5. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.
- 17.6. Provide Consumer Information Sheets, provided by the Contractor, to Williamson County personnel.
- 17.7. Post pest control treatment notifications, provided by the Contractor, in a prominent location.
- 17.7.1. **Program Evaluation** – Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.
- 17.7.2. **Scope of Work Changes** - Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.
- 17.7.2.1. Any change must be asserted within 30 business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).
- 17.7.2.2. Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation. Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete space and or service locations during the period covered by any resulting contract(s) at the same rate.
- 17.7.2.3. Service locations added to this contract will be within Williamson County.

18. MATERIAL AND METHODS:

- 18.1. All materials and methods used shall conform to all applicable federal, state and local ordinances and laws and regulations.
- 18.2. Materials and methods used shall be only those recommended, approved and permitted by the United States Bureau of Entomology and Plant Quarantine and shall be in accordance with the System Agency recommendations of Texas Department of Agriculture, subject to the prohibition of the use of Thallium.
- 18.3. The most effective materials available and approved shall be used, subject to the prohibition of the use of Thallium. These materials shall be applied in the most effective manner known. Chemicals sprayed inside buildings where employees work shall be "odorless".
- 18.4. Special attention shall be given to the observation of all safety precautions, so the Pest Control Service will not damage or endanger employees, properties, or the public.

19. SCHEDULE OF WORK:

- 19.1. County premises, shall be entered, inspected and treated as often as required to provide effective and satisfactory Pest Control Service for Williamson County. The frequency of treatment shall not be any less frequent than once per month or

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PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS

biannually, as specified section 11 item # A and B above, and outlined in Attachment C – Pest Management Compensation and Fees, for each Williamson County premises. Minimum treatment shall consist of containing and controlling pests inside the buildings, spraying and dusting the outside perimeter of buildings and treatment of mouse and rat burrows and ant hills.

19.2. Call back treatments shall be made when deemed necessary by the Williamson County Contract Administrator or designee. Service shall be rendered promptly and when requested by the Williamson County Contract Administrator or designee at no additional cost.

19.3. Response time for emergency service calls shall be not more than four (4) hours, from the time the vendor is notified by telephone of a need for additional service.

19.4. Response time for non-scheduled calls shall be not more than seventy-two (72) hours, from the time the vendor is notified by telephone of a need for additional service.

19.5. All service that are regularly scheduled or scheduled, shall be rendered in such a way that minimizes interference with normal operations of all Williamson County buildings.

19.6. Special areas, where applicable, such as Food Service which includes kitchen, adjacent areas and all dining rooms shall be treated outside regular working hours for staff and residents who may be using these areas.

19.7. Williamson County reserves the right to request areas be treated at specific times to minimize interference to normal operational services.

20. **CONTINUITY OF CONTRACTED SERVICE PERSONNEL:** Contractor agrees to make every possible effort to ensure that personnel providing service under any resulting contract remains that same throughout the term of the contract. Williamson County expends considerable time and effort when changes in personnel are made. Excessive changes in service personnel may be an important factor in the determination of whether service provided is satisfactory or not.

21. **COST REIMBURSEMENT:** Contractor may be required to provide pest control services outside of the monthly service treatments listed in Attachment D – Pest Management Materials and Attachment E – Pest Management Extra Services and Fees. For these special circumstances, Contractor shall provide an estimate for labor and materials based on the line items listed in Attachment D – Pest Management Extra Services and Fees. Contractor will be reimbursed for the cost of materials actually used in the performance of the work. Contractor will be reimbursed for all direct job/project labor cost actually used in the performance of the work. Williamson County will only pay for the portion of the labor assigned to the job/project and approved by the estimate submitted by the Contractor prior to services being rendered.

21.1. Williamson County shall reimburse Contractor for materials which is included on the approved Contractor estimate form and listed in Attachment E – Pest Management Extra Services and Fees.

21.2. Contractor shall have necessary equipment, tools, vehicles and materials which are standard to pest control services profession. All costs associated with meeting this requirement shall be the sole responsibility of and be totally borne by Contractor.

21.3. Contractor will be expected to meet established schedules and deadlines for the completion of work as outlined on approved estimates.

21.4. Contractor and/or representative may be required to meet on the first Thursday of each month with Williamson County Contract Administrator or designee. The purpose of this meeting is to review performance for the previous month, receive signed work orders, receive and approve Contractor's invoices for services and to discuss any issues impacting on the successful execution of this contract. Meetings should not exceed 45 minutes at each scheduled meeting.

21.5. Following contract award, a purchase order will be issued for the remaining months of Williamson County's fiscal year (fiscal year ends yearly on September 30th). This purchase order will authorize Contractor to provide the services specified under the specifications of this contract.

21.6. Contractor should prepare and submit an approved (approval attained at the monthly performance review meeting) invoice to Williamson County Contract Administrator for payment of the previous months service fee. At the beginning of the following fiscal year and each complete year of the contract term, a purchase order covering the full 12 months of the year will be issued.

PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS

- 21.7. Contractor shall furnish the Williamson County Contract Administrator a monthly schedule of dates and times that Williamson County facilities will be serviced. The schedule is due within ten (10) days after award of contract.
- 21.8. Contractor will not perform any services or deliver any items until a purchase order number is assigned by Williamson County Contract Administrator or designee. Contractor will reference contract number and purchase order number on all invoices submitted to Williamson County Contract Administrator. Williamson County Contract Administrator shall not be held responsible for payment of items delivered without authorized purchase orders.
- 21.9. Once Williamson County Contract Administrator or designee has accepted a job estimate, the dollar amount reflected on the job estimate shall constitute the Williamson County's total obligation for that job. Contractor shall endeavor to submit an accurate cost estimate. However, Williamson County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, Contractor shall submit a revised cost estimate for approval from the Williamson County Contract Administrator or designee.

22. SERVICE WARRANTY:

- 22.1. All areas treated at the time of regular service will be re-treated in the event of a recurring or infestation of the targeted pests at no charge to Williamson County. It is the intent of this warranty that Contractor performs all warranty work.
- 22.2. All the pest control treatments shall be warranted for at least one month which will eliminate the additional charges for service calls that might occur within the period between the scheduled (regular) treatments.

23. QUALIFICATIONS OF PERSONNEL/EXTERMINATOR:

- 23.1. Contractor shall maintain an office and a working crew of employees within a reasonable distance of the Williamson County. Contractor service personnel shall be available and prepared to render service for emergencies at any time during the day or night. Reasonable shall be defined to mean the ability to respond within four (4) hours of notification.
- 23.2. Contractor shall have capability to employ and make available for consultation anytime, a graduated Entomologist, or other employee(s) with a minimum of five (5) years of verifiable pest control experience. Williamson County reserved the right to be sole judge of whether contractor meets these criteria.

Immediately upon award of contract, the Contractor shall provide emergency telephone numbers that are answered 24 hours per day, 7 days a week.

24. PRELIMINARY REPORT:

The awarded contractor shall, within ten (10) working days after award, prepare and provide to Williamson County Contract Administrator or designee a complete and detailed preliminary report, based upon a survey of the Williamson County buildings and properties. This report shall set out conditions of all buildings, structures and outside areas, materials proposed to be utilized and methods of control proposed to be used.

25. HOURS AND DAYS SERVICES TO BE PERFORMED:

- 25.1. Williamson County Regular Business Service Hours - For the purpose of this contract, regular scheduled service hour for Williamson County facilities shall be defined as the hours of 7:30 a.m. and 6:00 p.m. Monday through Friday. Any minor adjustment callback services may be performed during regular hours. Awarded contractor is responsible for not interfering with normal flow of business.
- 25.2. Outside Regular Business Service Hours – For the purpose of this contract, outside of regular service hour for Williamson County facilities shall be approved by the Contract Administrator or designee and will be paid at hourly rate stated in the Price Sheet.
- 25.3. Williamson County premises may be required to receive services under this contract after 6 pm on Monday through Friday, and/or on Saturday, Sunday or holidays when Williamson County offices are closed. Refer to Attachment C – Pest Management Compensation and Fees for treatment areas, service frequencies. Any special requirements regarding services days, time and accommodations shall be discussed with awarded contractor.
- 25.4. Williamson County Holidays: Holidays observed by Williamson County are listed at <http://www.wilco.org/Residents/County-Holidays> or by obtaining a list from the Williamson County Contract Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor then Contractor shall fulfill obligations at no additional expense to Williamson County.

PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS

25.5. The awarded contractor must provide a 24-hour contact number and name in case of any urgent issue that may arise. Awarded contractor or a representative of awarded contractor's company must be available at all times.

25.5.1. Contractor must provide name(s) and number(s) below:

25.5.1.1. Respondent Representative Name; and

25.5.1.2. Respondent Representative direct contact phone Number

26. PROPOSAL REQUIREMENTS:

26.1. **COSTS:** Respondents to this RFP are responsible for all costs of proposal preparation and delivery.

26.2. **PUBLIC INFORMATION:** Williamson County will not consider any proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Respondents may request protection of trade and confidential information from public release by clearly marking each page on which such information appears with "Confidential" in bold face type at least **14 point font**; however, all information submitted as "trade and confidential information" is subject to interpretation by the Texas Office of the Attorney General. Should trade and or confidential information be included in the submitted formatted CD, respondents should also notate the CD with the word "Confidential."

26.3. **CONTENTS:** Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.

26.3.1. COMPANY INFORMATION: <5 pts>

26.3.1.1. Including, but not limited to the following: (1) company description;

26.3.1.1.1. ownership information;

26.3.1.1.2. physical and mailing address;

26.3.1.1.3. other company locations/offices;

26.3.1.1.4. primary contact;

26.3.1.1.5. office and mobile telephone number and email of company's primary contact;

26.3.1.1.6. Litigation History: **<Pass/Fail>**

26.3.1.1.6.1. Provide details of all litigation history, including but not limited to:

26.3.1.1.6.1.1. administrative claims and proceedings; and

26.3.1.1.6.1.2. arbitration within the past five (5) years.

26.3.2. Relevant Experience and Qualifications: <35 pts>

26.3.2.1. Complete and submit Attachment F – Contractor's Qualifications Form.

26.3.2.1.1. Respondent should also provide a free-form narrative that describes, in detail, any qualifications not enumerated on Attachment F – Contractor's Qualifications Form.

26.3.2.2. The following minimum requirements are required of Respondents:

26.3.2.2.1.1. Prior Williamson County premises experience;

26.3.2.2.1.2. Out of state Respondent's doing business in the State of Texas shall have a Certificate of Authority to do business in Texas, a copy of which shall be submitted with the proposal;

26.3.2.2.1.3. Demonstration that the Respondent has successfully been in business or the principals shall have had ownership/executive management in a previous company with comparable type experience, for the services solicited in this RFP;

26.3.2.2.1.4. Demonstration of a Respondent's relevant experience for the type of work solicited in the RFP;

26.3.2.2.1.5. Names of top management and key employees and each person's duties, including the background and experience of these employees; and

26.3.2.2.1.6. An organizational chart which shows roles and responsibilities of key individuals assigned to provide services under the Contract.

PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS

26.3.3. **PROPOSED METHODOLOGY: <5 pts>**

26.3.3.1. A detailed plan outlining the methodology intended to be employed by the Respondent that demonstrates the processes of implementation regarding the requirements of the Contract. This shall include, but not be limited to:

- 26.3.3.1.1. Processes and techniques used to understand the services to be provided under the Contract;
- 26.3.3.1.2. Problem solving;
- 26.3.3.1.3. Value engineering;
- 26.3.3.1.4. Maintaining budgets;
- 26.3.3.1.5. Maintaining schedules;
- 26.3.3.1.6. Staff sizing and roles;
- 26.3.3.1.7. Company workload in proportion to the services outlined in the Contract; and
- 26.3.3.1.8. Coordination of work with subcontractors.

26.3.3.2. **COMPENSATION AND FEES: <35 pts>**

26.3.3.2.1. Include pricing on:

- 26.3.3.2.1.1. Attachment C – Pest Management Compensation and Fees
- 26.3.3.2.1.2. Attachment D – Extra Services & Fees

Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.

26.3.3.3. **QUALITY CONTROL & SAFETY PROGRAM: <10 pts>**

- 26.3.3.3.1. **Quality Control/Quality Assurance:** Respondent shall provide the name and job title of the person in the organization who oversees the quality assurance program, along with a description of the firm's quality assurance program. Williamson County reserves the right to require a copy of the quality control manual and quality assurance processes which, if awarded the Contract, must be maintained by Contractor during the term of the Contract. Respondent shall describe its quality assurance program, quality requirements and means of measurement and shall provide process flow charts on how quality is maintained and achieved. The Respondent shall describe the company/firm's policy regarding establishing quality control processes similar to the International Standard Organization (ISO) 9000 and other in-place controls for adherence to budget, quality, safety and schedule.
- 26.3.3.3.2. **Contractors Safety Record:** Respondent shall provide its workers' compensation experience modification rate - EMR - for the last five (5) years as part of the proposal. This shall be submitted by Respondent's insurance carrier on their letterhead. In addition, Respondent shall provide the name and job title of the person in the organization who manages the safety program and a description of such program. Williamson County reserves the right to require a copy of the safety manual, which shall be maintained by Contractor during the term of the Contract.
- 26.3.3.3.3. **PRINCIPAL SUBCONTRACTORS:** Subcontractors with whom the Respondent intends to utilize in performing 15% or more of the Contract. Principal Subcontractors should be listed separately on separate document provided by respondent.

26.3.3.4. **REFERENCES: <10 pts>**

- 26.3.3.4.1. Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include project description, contact names, position, and company name, telephone number, and email address for each reference listed.

26.3.3.5. **Bid Bond: <Mandatory>**

- 26.3.3.5.1. Proposal shall be accompanied by a bid security in the form of a bid bond.

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PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS

25. PROPOSAL EVALUATION AND AWARD:

1. Williamson County shall award the Contract to the Respondent whose proposal is considered to provide the best value to Williamson County.
2. Award of the Contract will be made based upon the evaluation of all responses received and the determination of the response or responses determined to be best value. When considering best value and award, Williamson County reserves the right to set a minimum requirement regarding the weighted criteria listed below.
3. Williamson County also reserves the right to solicit any service that would normally be performed using this Contract if it deems that by doing so would be in the best interest of Williamson County.
4. A committee will be established to evaluate the submitted proposals (Evaluation Committee). The committee will include employees of Williamson County. The Evaluation Committee will evaluate and score each proposal based upon the criteria found in this the RFP. By submitting a proposal in response to this RFP, the Respondent accepts the solicitation and evaluation process and acknowledges and accepts that scoring of the proposals may involve some subjective judgments by the Evaluation Committee.
6. The Evaluation Committee will determine best value by applying the following criteria and assigned weighted values:

Criteria Weight

Company Information	5%
Relevant Experience & Qualifications	35%
Methodology	5%
Quality Control/Quality Assurance/Safety	10%
Compensation and Fees	35%
References	10%
Litigation	Pass/Fail
Bid Bond	Pass/Fail
Mandatory Site Visits & Pre-Bid Conference	Pass/Fail

7. The Evaluation Committee will determine if BAFOs are necessary. Award of the Contract may be made without BAFOs. A request for a BAFO is at the sole discretion of Williamson County and will be extended in writing.
8. In evaluating proposals to determine the best value for Williamson County, Williamson County may consider information related to past contract performance of a Respondent including, but not limited to, Vendor Performance Tracking System that are available to Williamson County. Prior to work performance with Williamson County, depending on problems encountered, may be grounds for disqualification. In addition, Respondents involved in litigation with Williamson County or other governmental entities may be disqualified.
9. Based on ranking determined by the scores, Williamson County may conduct interviews and/or oral presentations with those firms determined to be the most qualified. Such interviews are intended to:
 - i) confirm the information contained in the proposal submittal;
 - ii) evaluate Respondent's methodology and work plan for the Contract; and
 - iii) evaluate the structure of Contract team including qualifications of individual team members and other subcontractors. Scoring of the interview may replace part or all of the scoring of the proposal.

PEST MANAGEMENT SERVICES, WILLIAMSON COUNTY, TEXAS

Based on these and other factors which may apply, Williamson County shall enter into the Contract with the Respondent that is determined to be most appropriate for the services to be provided. If an agreement cannot be reached, Williamson County may proceed with the next ranked Respondent, and so on.

Williamson County reserves the right to award or not award the Contact if no responses are deemed acceptable and may re-solicit as determined necessary in the best interest of Williamson County.

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Attachment - B

Williamson County Premises

#	Facility Name	Address	City	Approx Sq Ft. (2013)
1000	Courthouse	710 S Main St	Georgetown	40,592
1001	Williamson County Museum	716 Austin Ave	Georgetown	5,068
1002	Georgetown Health Dept	102 W 3rd St	Georgetown	7,490
1003	Taylor Health Dept	115 W 6th St	Taylor	6,180
1005	Round Rock Annex Bldg A	211 Commerce Cove	Round Rock	14,572
1006	Round Rock Annex Bldg B	211 Commerce Cove	Round Rock	14,056
1007	Old DPS-exterior only	516 Pine St	Georgetown	4,440
1008	Sheriff Administration	508 S Rock St	Georgetown	364,016
1008	Jail			
1008	Jail Kitchen			
1009	Criminal Justice Center	405 MLK	Georgetown	171,408
1011	Lott Building	107 S Holly	Georgetown	9,034
1012	Health Dept Education-exterior only	300 S Main St	Georgetown	18,984
1013	Old Environmental-exterior only	303 S Main St	Georgetown	2,024
1015	EMS Station Medic 42	1425 N Main St	Taylor	1,200
1017	TABC/Game Warden-exterior only	517 Pine St	Georgetown	634
1019	Old EMS -exterior only	305 MLK	Georgetown	1,800
1020	Old EMS Admin-exterior only	303 MLK	Georgetown	1,156
1022	Old Jail Bldg-exterior only	312 S Main St	Georgetown	10,000
1024	Life Steps-exterior only	311 S Main St	Georgetown	764
1026	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	59,416
1026A	CMF - Sign Shop			
1026B	CMF - Paint Shop			
1026C	CMF - Sign Shop # 2			
1029	Warehouse-exterior only	508 Holly Bldg 1	Georgetown	3,280
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park	32,078
1033	Taylor Annex	412 Vance St	Taylor	18,092
1034	EMS Station Medic 41	2604 Northlawn	Taylor	1,792
1037	EMS Station Medic 23	209 W Willis/200 Bagdad Rd	Leander	1,200

Attachment - B**Williamson County Premises**

1042	Granger CTTC Facility	601 N Alligator Road	Granger	27,556
1042	Granger CTTC Kitchen			
1043	Inner Loop Annex	301 SE Inner Loop	Georgetown	67,696
1044	Sheriff's Office Eastside	2501 Mallard Lane	Taylor	1,352
1045	Juvenile Justice Center	200 Wilco Way	Georgetown	118,888
1045	Juvenile Justice Center - Kitchen			
1046	Parking Garage CJC/Jail	305 W 4th Street	Georgetown	172,800
1047	Expo Center	5350 Bill Picket Trail	Taylor	64,817
1048	JP Pct 4	211 W 6th	Taylor	5,097
1051	Tax Office	904 S Main	Georgetown	24,171
1062	Hutto Condos	321 Ed Schmidt Blvd, #200	Hutto	7,160
1063	Facilities Services Center	3101 SE Inner Loop	Georgetown	7,938
1064	Children's Advocacy Center-exterior only	1811 SE Inner Loop	Georgetown	7,867
1066	Jester Annex & Public Safety Bldg	1781 & 1801 E Old Settlers Rd	Round Rock	34,630
1071	Emergency Services Operations Center	911 Tracy Chambers Lane	Georgetown	28,964
1072	Parks Admin	219 Perry Mayfield	Leander	3,128
1073	WCCHD - TX Ave	355 Texas Avenue	Round Rock	25,232
1075	SOTC	8160 Chandler Rd	Hutto	24,058
1077	NCF Building D - Radio Shop	3171 SE Inner Loop	Georgetown	9,981
1078	NCF Building E - EMS	3189 SE Inner Loop	Georgetown	35,546
1079	NCF Building G - Impound	3181 SE Inner Loop	Georgetown	5,590
1080	Georgetown Annex	100 Wilco Way	Georgetown	59,393
no #	WC Regional Animal Shelter	1855 SE Inner Loop	Georgetown	33,137

TOTAL SQFT**1,554,277**

Pest Management Compensation Fees

Contract Scope of Work - Compensation & Fees						
Respondent Name: _____						
#	Facility Name	Monthly cost	Annual Monthly Cost	Biannual Cost	Annual Biannual Cost	Premises Site Visit - Yes/No
1000	Courthouse	\$ -	\$ -	\$ -	\$ -	
1001	Williamson County Museum	\$ -	\$ -	\$ -	\$ -	
1002	Georgetown Health Dept	\$ -	\$ -	\$ -	\$ -	
1003	Taylor Health Dept	\$ -	\$ -	\$ -	\$ -	
1005	Round Rock Annex Bldg A	\$ -	\$ -	\$ -	\$ -	
1006	Round Rock Annex Bldg B	\$ -	\$ -	\$ -	\$ -	
1007	Old DPS -exterior only	\$ -	\$ -			
1008	Sheriff Administration	\$ -	\$ -	\$ -	\$ -	
1008	Jail	\$ -	\$ -	\$ -	\$ -	
1008	Jail Kitchen	\$ -	\$ -			
1009	Criminal Justice Center	\$ -	\$ -	\$ -	\$ -	
1011	Lott Building	\$ -	\$ -	\$ -	\$ -	
1012	Health Dept Education-exterior only	\$ -	\$ -			
1013	Old Environmental-exterior only	\$ -	\$ -			
1015	EMS Station Medic 42	\$ -	\$ -	\$ -	\$ -	
1017	TABC/Game Warden-exterior only	\$ -	\$ -			
1019	Old EMS -exterior only	\$ -	\$ -			
1020	Old EMS Admin-exterior only	\$ -	\$ -			
1022	Old Jail Bldg-exterior only	\$ -	\$ -			
1024	Life Steps-exterior only	\$ -	\$ -			
1026	Central Maintenance Facility	\$ -	\$ -	\$ -	\$ -	
1026A	CMF - Sign Shop	\$ -	\$ -	\$ -	\$ -	
1026B	CMF - Paint Shop	\$ -	\$ -	\$ -	\$ -	

Pest Management Compensation Fees

#	Facility Name	Monthly cost	Annual Monthly Cost	Biannual Cost	Annual Biannual Cost	Premises Site Visit - Yes/No
1026C	CMF - Sign Shop # 2	\$ -	\$ -	\$ -	\$ -	
1029	Warehouse-exterior only	\$ -	\$ -			
1032	Cedar Park Annex	\$ -	\$ -	\$ -	\$ -	
1033	Taylor Annex	\$ -	\$ -	\$ -	\$ -	
1034	EMS Station Medic 41	\$ -	\$ -	\$ -	\$ -	
1037	EMS Station Medic 23	\$ -	\$ -	\$ -	\$ -	
1042	Granger CTTC Facility	\$ -	\$ -	\$ -	\$ -	
1042	Granger CTTC Kitchen	\$ -	\$ -			
1043	Inner Loop Annex	\$ -	\$ -	\$ -	\$ -	
1044	Sheriff's Office Eastside	\$ -	\$ -	\$ -	\$ -	
1045	Juvenile Justice Center	\$ -	\$ -	\$ -	\$ -	
1045	Juvenile Justice Center - Kitchen	\$ -	\$ -			
1046	Parking Garage CJC/Jail	\$ -	\$ -	\$ -	\$ -	
1047	Expo Center	\$ -	\$ -	\$ -	\$ -	
1048	JP Pct 4	\$ -	\$ -	\$ -	\$ -	
1051	Tax Office	\$ -	\$ -	\$ -	\$ -	
1062	Hutto Condos	\$ -	\$ -	\$ -	\$ -	
1063	Facilities Services Center	\$ -	\$ -	\$ -	\$ -	
1064	Children's Advocacy Center-exterior only	\$ -	\$ -			
1066	Jester Annex & Public Safety Bldg	\$ -	\$ -	\$ -	\$ -	
1071	Emergency Services Operations Center	\$ -	\$ -	\$ -	\$ -	
1072	Parks Admin	\$ -	\$ -	\$ -	\$ -	
1073	WCCHD - TX Ave	\$ -	\$ -	\$ -	\$ -	
1075	SOTC	\$ -	\$ -	\$ -	\$ -	
1077	NCF Building D - Radio Shop	\$ -	\$ -	\$ -	\$ -	
1078	NCF Building E - EMS	\$ -	\$ -	\$ -	\$ -	

Pest Management Compensation Fees

#	Facility Name	Monthly cost	Annual Monthly Cost	Biannual Cost	Annual Biannual Cost	Premises Site Visit - Yes/No
1079	NCF Building G - Impound	\$ -	\$ -	\$ -	\$ -	
1080	Georgetown Annex	\$ -	\$ -	\$ -	\$ -	
no #	WC Regional Animal Shelter	\$ -	\$ -	\$ -	\$ -	
Contract Totals		\$ -	\$ -	\$ -	\$ -	

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Pest Management Extra Services Fees

Services outside of Scheduled Contract Scope of Work - Hourly Rate for Specified Service

Labor – Services outside of Contract

~~Hourly Labor Rate~~ for contracted services – The following prices are for services that are not included in the contracted quarterly services due to unusual inspection/preventative maintenance fees, or special request from Williamson County Contract Administrator. Below fees shall not be combined fees with contracted quarterly services.

Treatment	Cost
Rodent and Pest Removal	\$ -
Wildlife Control (live animal trapping)	\$ -
Bat and Bird removal	\$ -
Bird/Bat treatment	\$ -
Snakes (live animal trapping)	\$ -
Bed Bugs per square foot - chemical	\$ -
Bed Bugs per square foot - heat	\$ -
	\$ -
	\$ -
	\$ -

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Attachment E**Pest Management Contractor's Qualifications Form**

Company Profile:					
Company Name					
Federal EIN #					
Other Company Locations:					
List:					
Length of Time Company has been in business:		Year		Months	
Has company done business under a different name, give name and location:					
Name			Location:		
# of Full-Time Employees:			# of Part-Time Employees:		
# of Licensed Pest Control Technicians:					
Has company failed to complete or defaulted on a contract?					
No:		Yes		If Yes, explain below:	
Explanation:					
Local Branch/Office Location:					
Street Address:					
City:			Zip:		
Length of Time Branch Office has been in operations:		Year		Months	
Geographical Coverage Area (Cities or Counties Supported by Branch):					
List:					
# of Full-Time Employees:			# of Part-Time Employees		
Total # of Service Tech in Local Branch/Office					
Estimated Number of Service Techs assigned to support contract:					

Individual Qualifications Assigned to Contract:	
Name:	Licenses/Certifications:
1	
2	
3	
4	
5	
6	

Attachment F**RFP CHECKLIST****Title:** Pest Management Services, Williamson County, Texas**Opening Date:** TBD**Respondent Name and Address:**

_____ Contact: _____

_____ TX Identification #: _____

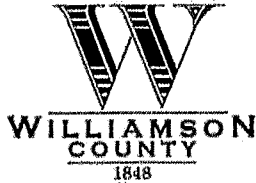
_____ Office Phone: _____

_____ Mobile Phone: _____

_____ Email: _____

1. Submitted one (1) original:

- Company information _____ <5 pts >
- Compensation & Fees: _____ <35 pts>
 - o Attachment C - Pest Management Compensation and Fees _____
 - o Attachment D – Extra Services & Fees _____
- Relevant Experience and Qualifications _____ <35 pts>
 - o Respondent References _____ <10 pts>
 - o Attachment E – Contractor's Qualifications Form _____
- Methodology _____ <5 pts>
- Quality Assurance/Quality Control & Safety Program _____ <10 pts>
- Attachment F – RFP Checklist _____ (Mandatory)
- Acknowledgement of Addenda, if applicable _____ (Mandatory)
- Bid Bond _____ (Mandatory)
- Mandatory Site Visits _____ <Pass/Fail>
 - o JJC
 - o ESOC
 - o SO/Jail
 - o JC
- Mandatory Pre-Bid Conference _____ <Pass/Fail>
- Litigation History _____ <Pass/Fail>



**The established holiday schedule for paid holidays
for the 2018/2019 budget year is as follows:**

Veterans Day

Monday November 12, 2018

Thanksgiving Holiday

Thursday November 22, 2018

Friday November 23, 2018

Christmas Holiday

Monday December 24, 2018

Tuesday December 25, 2018

Wednesday December 26, 2018

New Year's Holiday

Tuesday January 1, 2019

Martin Luther King Day

Monday January 21, 2019

President's Day

Monday February 18, 2019

Good Friday

Friday April 19, 2019

Memorial Day

Monday May 27, 2019

Independence Holiday

Thursday July 4, 2019

Labor Day

Monday September 2, 2019

Approved by Commissioners' Court on 7/24/2018

Question and Answers for Bid #1905-320 - Pest Management Services

Overall Bid Questions

There are no questions associated with this bid.