

1. Proposal Package

23 (20 Mandatory Requirement) - 23/23



1.1. General Information

Group - 0 Questions - 0/0

GENERAL INFORMATION:

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

INITIAL CONTRACT TERM:

Two (2) Years

RENEWAL OPTIONS:

Four (4) - One (1) Year

1.2. Definitions

Group - 0 Questions - 0/0

Below are the definitions that will be used throughout the proposal.

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.

Buyer - means the designated Williamson County Purchasing contact.

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.

1.3. Terms and Conditions

Group - 1 Questions - 1/1

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.

INCORPORATION BY REFERENCE AND PRECEDENCE

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:

- The RFP and its Addenda (if applicable); and
- The Respondent's Proposal

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:

- The terms and conditions of the Ensuing Agreement;
- The RFP and its Addenda; and
- The Respondent's Proposal.

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.

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.

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.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

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.

TERMINATION

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.

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.

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.

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 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.

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.

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).

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.

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).

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).

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.

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.

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.

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.

EQUAL OPPORTUNITY

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

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 (**Suite number must be clearly marked**) 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.

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.

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. **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.

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.

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.

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.

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.

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.

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.

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.

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).

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.

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.

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:

1. The date the County receives the goods under the Contract;
2. The date the performance of the service under the Contract is completed; or
3. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by 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:

1. 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.

1. The County Contract, Purchase Order.

1. Identification of items or service as outlined in the Contract.

1. Quantity or quantities, applicable unit prices, total prices and total amount.

1. 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

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.

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 if 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.

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.

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.

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.

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.

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.

1.3.1. ACKNOWLEDGEMENT

Vendor has read above, understands and agrees with these statements.

Yes/No response Mandatory Requirement

- Yes
 - No
- MR missed

Heart of Texas Landscape and Irrigation Co.:

- Yes

1.4. Instructions and General Requirements

Group - 1 Questions - 1/1

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).

AUTHORIZATION OF RESPONDENT

Respondent shall be an individual who is authorized to bind the proposal contractually.

1. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided.
2. If the Respondent is a General Partnership, the true name of the firm shall be provided.
3. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided.
4. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall be provided.
5. If response 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.

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.

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.

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.

Results may be obtained by viewing the Williamson County vendor portal at the following link:

www.wilco.org/departments/purchasing

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).

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.

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.

WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal electronically. If submitted via hard-copy proposal may be withdrawn by submitting a written request with the company letterhead and the signature of an authorized individual 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.

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:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance that can be determined thru references provided; and
4. 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.

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.

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.

SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in this RFP. Contents of each Proposal shall be submitted in accordance with this RFP. Proposals submitted after the stated deadline will not be considered for award.

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.

PROPOSAL SUBMITTAL

It is preferred that Proposals be submitted electronically through Negometrix; however, Respondents may submit a hard-copy (if preferred). 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.**

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 this RFP, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Suite Number must be clearly marked on the envelope to ensure delivery to the proper mailbox. 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 in a manner to avoid public disclosure of contents. Only names of Respondents will be read aloud and no pricing will be announced at the opening.

EX PARTE COMMUNICATION

Please note that to ensure the proper and fair evaluation of a response to a solicitation, the County prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to any Elected Official/Department Head, County Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then

in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

1.4.1. **ACKNOWLEDGEMENT**

Vendor has read above, understands and agrees with these statements.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Heart of Texas Landscape and Irrigation Co.:

- Yes

1.5. **Additional Stipulations**

Group - 1 Questions - 1/1

Evaluation/Selection Criteria

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

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

Evaluation Committee and Selection Process

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

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

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

Mandatory Criteria

Any criteria identified as Mandatory shall be required in order to be considered for scoring.

Graded Evaluation Factors

The Evaluation Criteria stated in this RFP will be used to determine how well a Respondent(s) meet(s) the desired performance.

Williamson County will conduct a comprehensive, fair and impartial of evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Williamson county may select some of the respondent proposals for finalist presentations. Criteria to be evaluated will include but are not limited to the items listed below:

Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer may be requested from any Respondents scheduled for interviews.

Additional Evaluation Information

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

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

Technical Contact

The person identified as Williamson County's Technical Contact will have 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.

Initial Contract Term

The Successful Respondent shall provide the goods and/or services for the initial term as described in the RFP description.

Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be as described in the RFP description. 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.

Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with 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, Ste P101 **(Suite must be clearly marked)**
Georgetown, Texas 78626

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

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

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Respondent shall be responsible for payment of premiums for all of the insurance

coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this 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, Ste P101 (**Suite must be clearly marked**)
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.

1.5.1. **ACKNOWLEDGEMENT**

Vendor has read above, understands and agrees with these statements.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Heart of Texas Landscape and Irrigation Co.:

- **Yes**

1.6. Landscape Specifications

Group - 1 Questions - 1/1

SCOPE OF WORK

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

FIELD AND PARK MAINTENANCE

Mowing and Trimming

- The Successful Respondent shall mow and trim all turf areas as indicated by work schedule, (**SEE SCHEDULE 1 – MOWING SCHEDULE FY 21 AND MOWING GRAPHIC**).
- The Successful Respondent shall remove all Trash and Litter from the entire area prior to initiating any mowing of the turf area.
- All game fields shall be mowed with a reel mower or an approved equal.
- All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of the grass.
- All grass on ball fields shall be cut at a height of one (1) inch.
- Grass in the general areas may be cut at a height of 2-3 inches.
- General turf areas shall be mowed once a week.
- All roadways, trails abutting general or native areas shall be mowed once a week with 48-60 inch width (Mower Path Width) adjacent to the roadway, parking area or trail.
- All park structures, trees, poles, tables, signs, fences, and Shrub Beds are to be trimmed. Special care should be given to trimming around small trees as not to inflict damage to the bark of the trees.
- All Trimming must be accomplished concurrently with mowing operations.
- Turf shall be cut in a professional manner varying mowing patterns.

- Any material discharged onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties shall be removed immediately prior to proceeding with mowing of other areas (all Trash and Litter removed shall be disposed of by the Successful Respondent to an off-site location).
- All plant growth in cracks, seams and joints of paved areas such as sidewalks curbs, medians, triangles, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth may be permitted, with prior written approval and in accordance with all federal, state and local regulations.

Shrub and Shrub Bed Maintenance

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

LOCATIONS

The attached park diagram indicates where work is to be performed (**SEE SCHEDULE 1**). The Successful Respondent shall perform Landscape Maintenance Services to all areas depicted in Schedule 1 in the frequency indicated in the **FY 21 Mowing/Service Frequencies by Location and Month Form (SEE SCHEDULE 1 - SEPARATE PDF –SCHEDULE FY 21 AND MOWING GRAPHIC)**.

PERSONNEL

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

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

OMISSION

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

CONTACT ON MOWING DAYS

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

DAMAGE TO PROPERTY

Any property (trees, turf, irrigation heads, etc.) damaged by the Successful Respondent's actions shall be repaired, reimbursed, or subtracted from payment in an amount equal to the damage.

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

Mowing Schedule

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

NOTE: The Contract Administrator or Inspector has the authority to cancel or alter the scheduled mowing cycle on a week-to-week basis. The cancellation will be based upon need, prevailing weather conditions, and available funding. (**SEE SCHEDULE 1 – MOWING SCHEDULE FY 21 AND MOWING GRAPHIC**).

ACCEPTABILITY OF WORK

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

SUCCESSFUL RESPONDENT'S REPRESENTATIVE

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

Additional Contract Requirements

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

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

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

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

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

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

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

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

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

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

- 1.6.1. **ACKNOWLEDGEMENT**
Vendor has read above, understands and agrees with these statements.

Yes/No response Mandatory Requirement

- Yes
- No
MR missed

Heart of Texas Landscape and Irrigation Co.:

- Yes

1.7. Transmittal

Group - 9 Questions - 9/9

1.7.1. Information of individual or business entity submitting the Proposal

Group - 4 Questions - 4/4

- 1.7.1.1. Name of Individual or Business Entity
Open text response Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

Heart of Texas Landscape and Irrigation CO

- 1.7.1.2. Address of Individual or Business Entity
Open text response Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

PO Box 1236 Belton Texas 76513

- 1.7.1.3. Type of Business Entity
i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.
Open text response Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

INC

- 1.7.1.4. Place of incorporation or organization
Open text response Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

Belton, Texas

-
- 1.7.2. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
Open text response Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

Heart of Texas Landscape and Irrigation Co
6363 FM 439
Belton, Tx 76513

1.7.3. Information of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

Open text response Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

Dustin Finch
Account Manager
254-931-3520
dustin@hotlandscape.com

1.7.4. The Respondent commits to provide the services required by the County.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Heart of Texas Landscape and Irrigation Co.:

- Yes

1.7.5. The Respondent agrees that the Proposal is valid for the time specified in this RFP. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Heart of Texas Landscape and Irrigation Co.:

- Yes

1.7.6. 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.

Open text response

Heart of Texas Landscape and Irrigation Co.:

NA

1.8. Executive Summary

Group - 3 Questions - 3/3

1.8.1. 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.

Open text response

Heart of Texas Landscape and Irrigation Co.:

Heart of Texas Landscape is capable of providing all services requested in this proposal. On top of those specified, we also offer full irrigation, tree trimming, aerification, fertilization, and pest control services.

- 1.8.2. 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.

Open text response Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

Heart of Texas has been maintaining the landscape for Williamson County parks for well over a decade. We understand, and are able to meet, the needs and expectations of the County. We know the schedule that needs to be followed to create as little interference with the County's operations, and the activities of park visitors as possible. We are already staffed and have all the necessary equipment needed to perform the task required to maintain the parks. In addition to Williamson County, we also maintain the parks for several other clients in the area including the cities of Georgetown, Taylor, and Temple. Our crews are trained in the most efficient ways to maintain park landscapes to the highest standards.

- 1.8.3. 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.

Open text response Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

Heart of Texas is able to best meet the County's needs as we are already staffed and equipped to meet or exceed all requirements. We also have the ability to provide any and all landscape services that the County might require as it pertains to the parks landscaping.

1.9. Required Forms

Group - 7 Questions - 7/7

1.9.1. Conflict of Interest

Group - 1 Questions - 1/1

- 1.9.1.1. 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/Confl...>

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.

Please download the Conflict of Interest Statement, fill it out, and upload (if submitting in hard-copy format, this form must be included with your response).

Document upload Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

[CIQ\(45955\).pdf](#)

1.9.2. Proposal Affidavit

Group - 3 Questions - 3/3

1.9.2.1. **CERTIFICATION**

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.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Heart of Texas Landscape and Irrigation Co.:

- Yes

1.9.2.2. **NON-COLLUSION**

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.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Heart of Texas Landscape and Irrigation Co.:

- Yes

1.9.2.3. **COOPERATIVE PURCHASING PROGRAM**

Please select Yes or No. By selecting **Yes** the Respondent is agreeing to offer the quoted prices to all authorized entities during the term of the County's contract. By selecting **No** the Respondent is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

Yes/No response

- **Yes**
- **No**

Heart of Texas Landscape and Irrigation Co.:

- Yes

1.9.3. **References**

Group - 3 Questions - 3/3

1.9.3.1. Please submit a **MINIMUM** of 3 references.

Reference must include the following:

- Company Name
- Contact Person
- Phone Number
- Email Address
- Description of goods provided/services performed

Do not include Williamson County or any Williamson County employees as references.

Document upload Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

Heart of Texas Landscape and Irrigat...(45956).docx

1.9.3.2. **SIMILAR CONTRACTS**

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.

Document upload Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

[Similiar Contracts\(45957\).docx](#)

1.9.3.3. **CANCELLED OR TERMINATED CONTRACTS**

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.

Document upload Mandatory Requirement

Heart of Texas Landscape and Irrigation Co.:

[Canceled\(45958\).docx](#)
