

EXHIBIT
"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
PEST CONTROL SERVICES
WITH
ABC HOME AND COMMERCIAL SERVICES**

THE STATE OF TEXAS §
CITY OF ROUND ROCK § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §
COUNTY OF TRAVIS §

THAT THIS Agreement for the purchase of pest control services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and ABC HOME AND COMMERCIAL SERVICES, whose offices are located at 9475 East Highway 290, Austin, Texas 78724 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase pest control services; and

WHEREAS, City has issued its "Request for Proposal" (RFP) for the provision of said services; and

WHEREAS, City has determined that Services Provider provides the best value to City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's RFP designated Solicitation No. 23-010

dated January 2023; (b) Service Provider's Response to the RFP; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Proposal; and
- (3) City's RFP, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Service Provider** means ABC Home and Commercial Services, or any of its corporate structures, successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement is for sixty (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the RFP and as set forth in the Proposal submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

The services which are the subject of this Agreement are described in Exhibit “A” and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

All items in Exhibit “A” are awarded to Services Provider. For purposes of this Agreement, City has issued documents delineating the required services (specifically RFP Solicitation Number 23-010 dated January 2023). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit “A” attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider’s undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two (2) providers (“dual providers”) of the specified goods and services (pest control services). Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City’s purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Services Provider.

B. Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) per year** for Service Provider’s services combined with the dual provider’s services for a total not-to-exceed amount of **Eight Hundred Thousand and No/100 Dollars (\$800,000.00)** for the term of this Agreement.

7.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the service provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance

with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

11.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

14.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached RFP and as set forth at:

http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Pam Keltgen, Custodian Supervisor
General Services Department
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3353
pkeltgen@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains

a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

22.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

ABC Home and Commercial Services
9475 East Highway 290
Austin, TX 78724

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the

stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

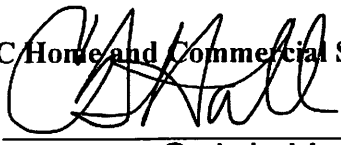
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

ABC Home and Commercial Services

By: _____
Printed Name: **Caleb Hall**
Title: **Commercial Account Manager**
Date Signed: **5-23-2023**

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

PEST CONTROL SERVICES

SOLICITATION NUMBER 23-010

JANUARY 2023

Exhibit "A"

City of Round Rock
Pest Control Services
RFP No. 23-010
Class/Item 910-59
January 2023

**PEST CONTROL SERVICES
PART I
GENERAL REQUIREMENTS**

- 1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing pest control services. The City requires services be provided to 47 facilities totaling more than 900,000 square feet of treatment area. The City intends to multi-award this contract.
- 2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Proposal Submittal Form and Execution	Page 15
Attachment B – Reference Sheet	Page 16
Attachment C – Cost Proposal Sheet	Separate Attachment

- 3. **AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

Allen Reich, CPPB
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5458
E-mail: areich@roundrocktexas.gov

Amanda Crowell, CPPB
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5458
E-mail: acrowell@roundrocktexas.gov

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

- 4. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	January 27, 2023
Mandatory Pre-Proposal meeting	February 8, 2023 @ 1:30PM, CST
Deadline for submission of questions	February 15, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately February 17, 2023 @ 5:00 PM, CST

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City of Round Rock
Pest Control Services
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Deadline for submission of responses	February 24, 2023 @ 3:00 PM, CST
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All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

- 5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

- 6. **MANDATORY PRE-PROPOSAL MEETING, SITE VISIT, AND INSPECTION:** A mandatory pre-proposal meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting / site visit will be conducted on the date specified in PART I, Section 4 - Schedule of Events.
 - A. Attendance at the pre-proposal meeting / site visit is mandatory. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour of City Hall will be conducted to enable Respondents to assess conditions. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-proposal meeting and site visit tour which will be conducted at:

**City Hall Council Chambers
221 E. Main Street
Round Rock, Texas 78664-5299**
 - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
 - C. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.

- 7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Allen Reich
Purchasing Division
221 E. Main Street
Round Rock, Texas 78664-5299**

 - A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
 - B. Facsimile or electronically transmitted responses are not acceptable.
 - C. Responses cannot be altered or amended after opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written proposal.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.

Exhibit "A"

City of Round Rock
Pest Control Services
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- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.
8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
- **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
 - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline may result in the disqualification of your proposal.
 - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
 - **Attachment C: COST PROPOSAL SHEET:** The cost proposal sheet should be completed for the City to accurately compare cost proposals. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
9. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
10. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
11. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest

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Pest Control Services
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January 2023

from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - 1) your name, address, telephone number, and email address.
 - 2) the solicitation number.
 - 3) a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - 4) a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - 5) a statement of any issues of law or fact that you contend must be resolved; and
 - 6) a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

Exhibit "A"

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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS, AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing pest control services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Have sufficient staff located in Central Texas to perform these services.
 - C. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - D. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - E. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.

3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a local company experienced in pest control services.

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

5. **WORKFORCE:** The Contractor shall-
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

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- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
7. **ORDER QUANTITY:** The quantities shown in the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
8. **PRICE INCREASE:** Contract prices for pest control services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
- B. **Procedure to Request Increase:**
- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 E Main Street
Round Rock, TX 79664-5299**
- ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the vendor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
9. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere at no additional cost.
10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

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11. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. **The City's designated representative:** The City's designated representative shall be:
 - Pam Keltgen**
 - Custodian Supervisor**
 - General Services**
 - Phone: (512) 341-3353**
 - E-mail: pkeltgen@roundrocktexas.gov**

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PART IV SCOPE OF WORK

1. **INTRODUCTION:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing pest control services. The City requires services be provided to 47 facilities totaling more than 900,000 square feet of treatment area.
2. **SERVICE LOCATIONS:**
 - A. See Attachment C – Cost Proposal Sheet for a list of service locations and estimated square footage.
 - B. The City reserves the right to add or remove locations throughout the term of the contract.
 - C. New locations will be priced at the same price as similar sized buildings already on the contract.
 - D. There will be no additional charge for first time inspection of buildings added to the contract.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Conduct initial inspections of all facilities to identify any existing pest issues and provide a report of findings to the city.
 - B. Develop a customized pest control plan for each facility, taking into account the specific needs and challenges of each location.
 - C. Develop a firm quarterly treatment schedule for each building and provide a copy to the City's department contact. Inspections will include checks for signs of pest infestations and application of pest control measures.
 - D. Submit detailed, site-specific recommendations for structural and procedural modifications necessary to prevent pests. Copies of all recommendations must be submitted to the department contact.
 - E. Provide monthly bait stations as needed to meet the department's/facility's needs.
 - F. Remove and dispose of any trapped vermin.
 - G. Employees must check in with the front desk administrator before performing any work. If the administrator is not available, employees must contact the contract point of contact.
 - H. Dispose of empty containers, unused chemicals, and supplies in accordance with Federal, State, and City regulatory requirements.
 - I. Apply granular fire ant control for an estimated 100,000 square feet.
4. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
 - A. Furnish all materials, labor, and equipment necessary to provide the specified pest control inspections, treatment, and/or removal of but not limited to vermin, ants, termites, rodents, spiders, flying insects, and birds.
 - B. Respond to call back requests for pest infestations between regularly scheduled inspections.
 - i. Contractor must respond to the department contact within twelve (12) hours from receipt of request and perform service within 24 hours of the initial notification or as scheduled by the department contact.
 - ii. This service **shall not** be considered nor billed as an additional service call or service event.
 - C. Respond to the department contact within 24 hours of receiving a request and be onsite within 48 hours of notification for emergency service.
 - D. Obtain written approval from the City for the list of all pesticides to be used under this contract before use.
 - E. Provide all necessary personal protective equipment for technicians performing services.
 - F. Provide written reports and records of treatment type, location, and frequency within 48 hours of treatment.
 - G. Re-treat any area found to be unsatisfactory at no additional cost to the City.
 - H. Comply with all applicable federal, state, and local laws, regulations, and standards related to pest control services.

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5. **DESIGNATED CONTACT PERSON:** The City requires that the Contractor provide a designated crew leader or point of contact throughout the term of the contract. This person's name and phone number must be provided to the City. If the designated contact person changes during the contract, the City must be notified immediately, and no substitutions of key personnel will be permitted without written approval from the City. The designated contact person may be required to attend an oral presentation before the contract is awarded. In addition, the City requires the contractor to provide a secondary designated contact person to communicate with in case the primary contact is unavailable.

6. **CITY RESPONSIBILITIES:** The City will:
 - A. Provide access to treatment and inspection locations.
 - B. Communicate any health or safety concerns to the pest control company.
 - C. Inform the pest control company of any changes to the facilities or pest activity after the initial inspection.
 - D. Follow recommendations from the Contractor for pest prevention between treatments.

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PART V PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
 - A. **Tab 1 - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - B. **Tab 2 - Approach and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - C. **Tab 3 - Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your general inspection and treatment procedures.
 - ii. Treatment procedures for Fire Ants and Rodents.
 - iii. Procedures for trapping and timely removal of vermin.
 - iv. Provide a list of all chemicals that will be used and their use in the treatment process.
 - D. **Tab 4 - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.

Exhibit "A"

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- E. **Tab 5 - Prior Experience:** Describe only relevant municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
 - F. **Tab 6 - Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
 - G. **Tab 7- Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
 - H. **Tab 8 – Attachments and Addendum:** including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, and signed addendums (if applicable).
 - I. **Tab 9 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
 - i. **Manpower.** Separate from the cost proposal sheet itemize to show the following for each category of personnel with separate hourly rate. This will become part of the resulting Contract.
 - a. Manager, supervisor, etc.
 - b. Estimated hours for each category of personnel.
 - c. Rate applied for each category of personnel.
 - ii. Estimated Annual Total (not to exceed) on Attachment C- Cost Proposal Sheet. This should include all supplies and materials required to successfully perform the Contract.
 - J. **Tab 10- Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
6. **EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Solution and Program (Tabs 2 & 3)	40 pts
• Company Work Experience (Tabs 5 & 6)	40 pts
• Cost Proposal (Tab 9)	20 pts
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescure an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

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- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

7. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- F. An independent signed authorized contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

8. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"

No.	Location	Address	Square Footage	Quantity	Per Quarter Treatment Cost	BAFO Extended Total	BAFO 4/13/2023
1	Allen R Baca Parking Garage	301 W. Bagdad	40,000	4	100	\$360.00	\$90.00
2	Allen R Baca senior Center	301 W. Bagdad Building B	28,435	4	200	\$720.00	\$180.00
3	Bob Bennet Building #1	3400 Sunrise Road.	32,000	4	200	\$720.00	\$180.00
4	Bob Bennet Building #2	3400 Sunrise Road.	7,000	4	115	\$420.00	\$105.00
5	Bob Bennet Building #3	3400 Sunrise Road.	15,000	4	130	\$440.00	\$110.00
6	Business Center	221 E. Main street	18,500	4	130	\$440.00	\$110.00
7	Central Fire Station	203 Commerce Blvd.	17,488	4	125	\$480.00	\$120.00
8	City Hall	221 E. Main Street	24,000	4	140	\$500.00	\$125.00
9	City Hall Parking Garage	221 E. Main Street	40,000	4	100	\$360.00	\$90.00
10	Clay Madsen Recreation Center	1600 Gattis School Rd.	50,500	4	180	\$640.00	\$160.00
11	Environmental Svc Lab	5200 N. IH35	2,435	4	70	\$280.00	\$70.00
12	Facility Maintenance	2015 Lamar	8,510	4	115	\$460.00	\$115.00
13	Fire Logistics Warehouse	3300 Gattis School Rd.	6,550	4	110	\$440.00	\$110.00
14	Fire Station # 2	200 W. Bagdad Ave.	7,577	4	110	\$420.00	\$105.00
15	Fire Station # 3	221 Sundance Pkwy	6,550	4	110	\$420.00	\$105.00
16	Fire Station # 4	1301 Double Creek Drive.	11,232	4	125	\$440.00	\$110.00
17	Fire Station # 5	350 Deepwood Drive	8,500	4	115	\$460.00	\$105.00
18	Fire Station # 6	2919 Joe DiMaggio Blvd.	11,850	4	125	\$440.00	\$110.00
19	Fire Station # 7	2811 Oakmont Blvd.	6,500	4	110	\$420.00	\$105.00
20	Fire Station # 8	1812 Red bud Lane.	11,232	4	125	\$440.00	\$110.00
21	Fire Station # 9	2721 Sam Bass Rd.	3,300	4	90	\$360.00	\$90.00
22	General Services	212 commerce Cove.	5,046	4	90	\$360.00	\$90.00
23	Heritage House Building 1	901 Heritage Cir. (House)	3842	4	80	\$320.00	\$80.00
24	Heritage House Building 2	901 Heritage Cir. (Carriage House)	4,236	4	80	\$320.00	\$80.00
25	Intermodal Ticket Booth	300 W. Bagdad	550	4	50	\$200.00	\$50.00
26	Intermodal Parking Garage	300 W. Bagdad	56,661	4	100	\$360.00	\$90.00
27	Kinningham Park House	1000 South Creek Drive.	5,250	4	90	\$360.00	\$90.00
28	Library -Old	216 E. Main Street.	42,000	4	180	\$640.00	\$160.00
29	Library -New	200 E. Liberty Street	77,280	4	225	\$900.00	\$200.00

Exhibit "A"

30	Library Parking Garage	200 E. Liberty Street	110,379	4	100	\$360.00	\$90.00
31	McConico building	301 W. Bagdad Building 1	27,00	4	89	\$356.00	\$89.00
32	Multi Purpose field Complex	2001 Kenny Fort Blvd.	9,000	4	100	\$400.00	\$100.00
33	Pard Yard	300 S. Burnet Street.	10,000	4	125	\$480.00	\$120.00
34	Police Facility	2701 N. Mays Street	124,000	4	325	\$1,260.00	\$315.00
35	Public Works Building	2008 Enterprise	11,722	4	125	\$460.00	\$115.00
36	CRU Building	2008 Enterprise building B	2,340	4	80	\$320.00	\$80.00
37	Rabb House	151 N A.W. grimes Blvd.	3,000	4	90	\$360.00	\$90.00
38	Recycle center/ Brush Recycle	310 Deepwood Drive	1,200	4	65	\$260.00	\$65.00
39	Rock Care Clinic	901 Round Rock Ave Suite 300	1,500	4	85	\$340.00	\$80.00
40	Commons Building	901 Round Rock Ave Suite 300	1,400	4	65	\$260.00	\$65.00
41	Small Engine shop	901 Luther Peterson Place Building 2	1,500	4	65	\$260.00	\$65.00
42	Sport Center	2400 Chisholm Trail	82,800	4	195	\$780.00	\$195.00
43	Sport Center building B	2400 Chisholm Trail	15,000	4	125	\$480.00	\$120.00
44	Street and Signs	910 Luther Peterson Place.	7,895	4	90	\$360.00	\$90.00
45	Utility Support	5200 N. IH35	1,250	4	60	\$240.00	\$60.00
46	vehicle Maintenance	901 Luther Peterson Place. Building 1	9,540	4	90	\$360.00	\$90.00
47	Water Treatment Plant Phase 1	5200 N. IH35	8,478	4	90	\$360.00	\$90.00
48	Water Treatment Plant Phase 3	5200 N. IH35	14,876	4	125	\$480.00	\$120.00
49	Water Treatment Plant Phase 5	5200 N. IH35	14,876	4	125	\$480.00	\$120.00
50	Johnson Building	102 North Mays	4,500	4	90	\$340.00	\$80.00
51	Future Additional Buildings		200,000	4	600	\$2,100.00	\$525.00
Estimated Annual Total:						\$24,216.00	

Section II: Service Call Rate

No.	Description	Unit	Estimate d Quantity	Unit Price	Extended Total
1	Service Call Rate	Per Hour	500	98	\$49,000.00
2	After Hours Service Call Rate	Per Hour	200	98	\$19,600.00
Estimated Annual Total:					\$68,600.00
Total Estimated Annual Totals of Sections I & II:					\$92,816.00

Section III: Additional Services This section will not be evaluated but will become part of the contract.

No.	Description	0-100%
1	Discount Off Additional Services	8%

COMPANY NAME:

ABC HOME AND COMMERCIAL SERVICES

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINTED NAME:

CALEB HALL

PHONE NUMBER:

EMAIL ADDRESS: