

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
PEST CONTROL SERVICES FROM
OLIVER TERMITE AND PEST CONTROL, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§
§

KNOW ALL BY THESE PRESENTS:

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 March, 2018, 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 OLIVER TERMITE AND PEST CONTROL, INC., whose offices are located at 111 West Anderson Lane, Austin, Texas 78752 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase pest control services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" (IFB) for the provision of said goods and services, and City has selected the Bid submitted by the Services Provider; 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 Invitation for Bid designated IFB 17-020, Class/Item No. 910/59 dated September 2017; (b) Service Provider's Response to the IFB; (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 Response to IFB;
- (3) City's Invitation for Bids, 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 Oliver Termite and Pest Control, Inc., or any of its corporate structures, successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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 IFB and Response to IFB 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 IFB and as offered by Services Provider in its Response to the IFB.

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 ITEMS AWARDED; SCOPE OF WORK

Items Awarded. All bid items on Exhibit “A” are awarded to Services Provider.

Scope of Work. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 17-020, Class/Item No. 910/59 dated September 2017). Services Provider has issued its response agreeing to provide all such required service 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 COSTS

Bid costs listed on, Attachment A: Bid Form of Exhibit “A,” shall be the basis of any charges collected by the Services Provider. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Two Hundred Seventy-One Thousand Twenty-Five and No/100 Dollars (\$271,025.00)** total for the term of this Agreement.

6.01 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.

7.01 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.

8.01 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.

9.01 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.

10.01 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.

11.01 TAXES

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

12.01 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.

13.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response and as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 CITY'S REPRESENTATIVE

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

Pete Dominguez, Facilities Manager
General Services Department
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3144

15.01 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.

16.01 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.

17.01 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.

18.01 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.

19.01 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. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, 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.

20.01 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.

21.01 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:

Oliver Termite and Pest Control, Inc.
111 West Anderson Lane
Austin, TX 78752

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
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.

22.01 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.

23.01 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.

24.01 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.

25.01 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.

26.01 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: _____

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Oliver Termite and Pest Control, Inc.

By: Byron K Bonhomme
Printed Name: Byron K Bonhomme
Title: President
Date Signed: February 13, 2018



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

INVITATION FOR BID (IFB)

Pest Control Services

SOLICITATION NUMBER 17-020

September 2017

Exhibit "A"

PART I
GENERAL

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks vendors experienced in Pest Control services.
2. **ATTACHMENTS:** Attachment A through C, are herein made part of this Invitation For Bid:
 - 2.1 **Attachment A:** Bid Sheet
 - 2.2 **Attachment B:** Reference Sheet
 - 2.3 **Attachment C:** Addendum Acknowledgment Form
3. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Yvonne Hopkins, CTPM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-3228
E-mail: yhopkins@roundrocktexas.gov

Or

Oscar Wise
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: owise@roundrocktexas.gov

SCHEDULE AND RESPONSE INSTRUCTIONS

4. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	September 19, 2017
Pre-Bid meeting	Monday, September 25, 2017 @ 9:00 AM, CST
Deadline for submission of questions	October 6, 2017 @ 5:00 PM, CST
City responses to questions or addendums	October 11, 2017 @ 5:00 PM, CST
Deadline for submission of responses / Bid Due Date	October 20, 2017 @ 3:00 PM, CST

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 <http://www.roundrocktexas.gov/bids>.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Any notice of date changes will be posted to the City's website, shown above.

5. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

Respondent'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

Exhibit "A"

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.

The City's designated representative: The City's designated representative shall be:

Pete Dominguez
Facilities Manager
General Services
Phone: 512-341-3144
Email: pdominguez@roundrocktexas.gov

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> 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.
7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the solicitation documents and the services specified. The pre-bid meeting will be conducted on the date specified in the schedule of events (Part I, Section 4.). Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance.

City of Round Rock
City Hall – Council Chambers, 1st Floor
221 E. Main Street
Round Rock, Texas 78664

8. **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. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Yvonne Hopkins
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

The individuals listed above may be contacted by e-mail for clarification of the specifications only. 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.

- 8.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 8.2 Facsimile or electronically transmitted responses are not acceptable.
- 8.3 Responses cannot be altered or amended after opening.
- 8.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 8.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 8.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

Exhibit "A"

9. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 9.1 Purchase price;
 - 9.2 Reputation of Respondent and of Respondent's goods and services;
 - 9.3 Quality of the Respondent's goods and services;
 - 9.4 The extent to which the goods and services meet the City's needs;
 - 9.5 Respondent's past performance with the City;
 - 9.6 The total long-term cost to the City to acquire the Respondent's goods or services;
 - 9.7 Any relevant criteria specifically listed in the solicitation.
- Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.
10. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
11. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- 11.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 11.2 Provide City contact(s) information for implementation of agreement.
 - 11.3 Identify specific milestones, goals and strategies to meet objectives.
12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
13. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and 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.
14. **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:
- 14.1 Be firms, corporations, individuals or partnerships normally engaged in providing commercial pest control services as specified herein, offices must be located in Williamson or bordering

Exhibit "A"

counties and the firm shall have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;

- 14.2** Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
- 15. SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in Commercial Pest Control Services.
- 16. DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
- 17. 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:
- 17.1** 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;
- 17.2** 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;
- 17.3** 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 Successful Respondents' obligations under this paragraph.
- 18. 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.
- 19. 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 at anniversary date of the executed contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% per bid line item.
- 19.1 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 Series ID CUUR0000SAG: Other goods and services in U.S. city average, all urban, not seasonally adjusted. 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/>.
- 19.2 Procedure to Request Increase:**

Exhibit "A"

- 19.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to the 12-month anniversary date of contract execution. 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 East Main Street
Round Rock, TX 79664-5299**

- 19.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change 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.

20. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

- 20.1 The term of the Agreement shall begin from date of award and shall remain in full force for five (5) years, equal to sixty (60) months.
- 20.2 The City reserves the right to review the awarded respondents' performance anytime during the contract term.

21. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent 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 site shall be re-treated at no additional cost to the City. The City designated representative shall determine if the entire site is to be re-treated, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

Exhibit "A"

PART II

SPECIFICATIONS

1. SCOPE:

This specification establishes the minimum requirements of Pest Control services for various departments for the City of Round Rock ('City'). It is a goal of the City to implement the Integrated Pest Management (IPM) program as a strategy for control of pests in and around City facilities. The following description details the City's understanding of the scope and type of IPM program services to be rendered.

The IPM program is a balanced, tactical approach to pest control. It involves taking action to anticipate pest outbreaks and to prevent potential damage. IPM programs often combine several control tactics, including biological control, cultural practices, mechanical controls, monitoring of pest populations and damage, and careful use of chemical and biological pesticides. The goal of an IPM program is to achieve economical and effective pest control with the least risk to the environment.

It is the City's preference to award a single contract for its pest and termite control needs; however, the City reserves the right to make multiple awards based on convenience or any criteria deemed by the City to be most advantageous.

2. CONTRACTOR RESPONSIBILITIES:

The Contractor shall provide a comprehensive IPM program for the buildings and other areas listed in this specification. The IPM program is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of technological and management practices. Control strategies in an IPM program should extend beyond the application of pesticides to include recommendations for structural and procedural modifications that reduce the food, water, harborage, and access used by pests.

Contractor shall:

- 2.1** Furnish material, labor, and equipment required to provide the pest control inspections, termite inspection, and treatment services specified herein.
- 2.2** Provide "food service approved" flying insect light traps for food service areas.
- 2.3** Provide approved bait stations sufficient to meet the needs of the department/facility, as needed.
- 2.4** Respond to the department contact within one (1) hour from receipt of request and be onsite within two (2) hours of notification for emergency service.
- 2.5** Respond to call back requests for pest infestations between regularly scheduled inspections. 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.
- 2.6** Coordinate with the City's contact or designee to develop a firm schedule for each building. Provide a copy of each department's schedule to the City's department contact. Each location will be inspected as scheduled for signs of pest infestations in addition to application of pest control measures.

Exhibit "A"

- 2.7 Coordinate with the City's contact or designee 72 hours prior to or 24 hours after to issue notification to building occupants and employees when a pesticide of "not least-toxic option" is required, following an inspection and after all IPM techniques have been exhausted.
- 2.8 Obtain written approval from the City for the list of all pesticides to be used under this contract in advance of use.
- 2.9 Dispose of empty containers, unused chemicals, and supplies per Federal, State and City Regulatory Requirements.
- 2.10 Accept notification from the City in the form of emails, facsimile (FAX) or telephone. Contractor may correspond with the City via the same means.
- 2.11 Provide written reports and records of treatment type, location and frequency as requested by the City
- 2.12 Submit detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention. Copies of all recommendations must be submitted to the department contact.
- 2.13 Perform pest treatment and inspection services that include the entire perimeter of the building(s) unless specified by the department contact.
- 2.14 Service must be available 24 hours a day seven days a week including holidays and after hours.

3. **SERVICE LOCATION(S):**

- 3.1 Contractor shall quote separate prices for each building. NOTE: Areas are approximate and cannot be guaranteed. Contractor is to treat the buildings described irrespective of actual area.
- 3.2 Locations may be added or deleted at any time. New locations will be priced at the same price as similar sized buildings already on the contract. There will be no additional charge for first time inspection of buildings added to the contract.
- 3.3 The Contractor may be requested to perform one-time services at buildings that are not on the contract. Contractor shall indicate a minimum call out charge and hourly rate for these services in the appropriate space on the bid sheet.

4. **PESTS TO BE TREATED:**

- 4.1 The Contractor shall provide the services required to adequately suppress vermin, insects, and other pests in the identified buildings. Vermin, insects, and other pests shall include but not be limited to:

- | | |
|-------------------|-----------------------------|
| • Roaches | • Fleas and Ticks |
| • Ants, including | • Scorpions |
| Carpenter and | • Crickets |
| Acrobatic | • Flying Insects, including |
| • Silverfish | bees, wasps and hornets |
| • Water Bugs | (includes hive removal) |
| • Rodents | • Termites |
| • Spiders | • Crawling insects |
| • Raccoons and | • Mites |
| Opossums | • Bed Bugs |
| • Birds and Bats | • Birds |

Exhibit "A"

- Stinging Insects
- Other Anthropoid Insects

5. **WORKFORCE**: Successful Respondent shall:

- 5.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- 5.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 5.3 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. **ORDER QUANTITY**: The quantities shown on 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.

7. **PERMITS**: The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

PART III

RESPONSE 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.

Respondents shall submit one (1) evident signed "Original" and four (4) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This Invitation For Bid (IFB) 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 preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Responses shall be submitted on itemized, signed Bid Sheet provided online in solicitation packet. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable or greater size (15+ locations under one contract) that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Failure to provide references, any negative responses received or references that cannot be confirmed may result in disqualification of submittal.

Exhibit "A"

Attachment C: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

Additional Information Requested:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

PART IV

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination

Exhibit "A"

PART V

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

Exhibit "A"

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A - BID SHEET** is posted in Solicitation Documents for IFB No. 17-020 Pest Control Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
- 1.1 In order to be considered responsive Attachment A - Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 4 – Schedule of Events.
- 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3 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://roundrock.munisselfservice.com/Vendors/default.aspx>.
- 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
- 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.
- 1.6 The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms and conditions outlined in this solicitation.

Exhibit "A"

Attachment A - Bid Sheet
Pest Control Services
IFB No. 17-020

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 17-020, Pest Control Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. Prices bid shall include mileage charges and service fees.

Signature required on page four (4) of this Bid Sheet

Section A - Quarterly IPM Treatment per Location

No.	Description	Address	City	Square Footage	(A) Annual Qty - Quarterly IPM Treatments	(B) Price per Treatment (Ea)	(A) x (B) = Extended Price
1	Allen R. Baca Parking Garage	301 W. Bagdad Ave.	Round Rock	40,000	4	\$ 75.00	\$ 300.00
2	Allen R. Baca Senior Center, Building 2	301 W. Bagdad Ave., Bldg. 2	Round Rock	28,435	4	\$ 75.00	\$ 300.00
3	Business Center	231 E. Main Street	Round Rock	18,500	4	\$ 75.00	\$ 300.00
4	Central Fire Station	203 Commerce Blvd.	Round Rock	17,468	4	\$ 75.00	\$ 300.00
5	City Hall	221 E. Main Street	Round Rock	24,000	4	\$ 75.00	\$ 300.00
6	City Hall Parking Garage	221 E. Main Street	Round Rock	40,000	4	\$ 75.00	\$ 300.00
7	Clay Madsen Recreational Center	1600 Gattis School Rd.	Round Rock	50,500	4	\$ 75.00	\$ 300.00
8	Environmental Svc Lab	5200 N. IH 35	Round Rock	2,435	4	\$ 55.00	\$ 220.00
9	Fire Logistics Warehouse	3300 Gattis School Rd.	Round Rock	6,550	4	\$ 75.00	\$ 300.00
10	Fire Station No. 2	200 W. Bagdad Ave.	Round Rock	7,677	4	\$ 75.00	\$ 300.00
11	Fire Station No. 3	1991 Rawhide Drive	Round Rock	6,550	4	\$ 75.00	\$ 300.00
12	Fire Station No. 4	1301 Double Creek Drive	Round Rock	11,232	4	\$ 75.00	\$ 300.00
13	Fire Station No. 5	350 Deepwood Drive	Round Rock	6,500	4	\$ 75.00	\$ 300.00

Attachment A - Bid Sheet
Pest Control Services
IFB No. 17-020

14	Fire Station No. 6	2919 Joe DiMaggio Blvd.	Round Rock	11,850	4	\$ 75.00	\$ 300.00
15	Fire Station No. 7	2811 Oakmont Blvd.	Round Rock	6,500	4	\$ 75.00	\$ 300.00
16	Fire Station No. 8	1612 Red Bud Lane	Round Rock	11,232	4	\$ 75.00	\$ 300.00
17	Fire Station No. 9	2721 Sam Bass Rd.	Round Rock	3,300	4	\$ 75.00	\$ 300.00
18	General Services	212 Commerce Blvd.	Round Rock	5,046	4	\$ 75.00	\$ 300.00
19	Heritage Building (both buildings)	901 Heritage Circle	Round Rock	1,200	4	\$ 55.00	\$ 220.00
20	Intermodal Ticket Booth	300 W. Bagdad Ave.	Round Rock	550	4	\$ 55.00	\$ 220.00
21	Kinningham Park House	1000 South Creek Drive	Round Rock	2,829	4	\$ 75.00	\$ 300.00
22	Library	216 E. Main Street	Round Rock	42,000	4	\$ 85.00	\$ 340.00
23	McConico Building	301 W. Bagdad Ave., Bldg. 1	Round Rock	27,000	4	\$ 85.00	\$ 340.00
24	Multi Purpose Field Complex	2001 North Kenney Fort Blvd.	Round Rock	9,000	4	\$ 75.00	\$ 300.00
25	PARD Yard	300 South Creek Blvd.	Round Rock	10,000	4	\$ 75.00	\$ 300.00
26	Police Facility	2701 North Mays Street	Round Rock	124,000	4	\$ 95.00	\$ 380.00
27	Public Works	2008 Enterprise	Round Rock	11,722	4	\$ 75.00	\$ 300.00
28	Public Works Construction Inspection	2008 Enterprise, Bldg. B	Round Rock	2,340	4	\$ 75.00	\$ 300.00
29	RABB House	151 N. A.W. Grimes Blvd.	Round Rock	3,900	4	\$ 75.00	\$ 300.00
30	Recycle Center/Brush Recycle	310 Deepwood Drive	Round Rock	1,200	4	\$ 55.00	\$ 220.00
31	Rockcare Clinic	901 Round Rock Ave., Suite 300 & 301	Round Rock	1,500	4	\$ 55.00	\$ 220.00
32	Small Engine Shop	901 Luther Peterson Place, Bldg. 2	Round Rock	1,500	4	\$ 55.00	\$ 220.00
33	Sports Center	2400 Chisholm Trail	Round Rock	82,800	4	\$ 85.00	\$ 340.00

Attachment A - Bid Sheet
Pest Control Services
IFB No. 17-020

34	Sports Center Bldg. B	2400 Chisholm Trail, Bldg B	Round Rock	15,000	4	\$ 75.00	\$ 300.00
35	Street/Water Line Maintenance	910 Luther Peterson Place	Round Rock	7,895	4	\$ 75.00	\$ 300.00
36	Traffic Signals & Signs	2015 Lamar Drive	Round Rock	8,510	4	\$ 75.00	\$ 300.00
37	Utility Support	5200 N. IH 35	Georgetown	1,250	4	\$ 55.00	\$ 220.00
38	Vehicle Maintenance Facility	901 Luther Peterson Place, Bldg. 1	Round Rock	9,540	4	\$ 75.00	\$ 300.00
39	Water Plant Phase 1	5200 N. IH 35	Round Rock	8,478	4	\$ 75.00	\$ 300.00
40	Water Plant Phase 3	5200 N. IH 35	Georgetown	14,876	4	\$ 85.00	\$ 340.00
41	Water Plant Phase 5	5200 N. IH 35	Georgetown	14,876	4	\$ 85.00	\$ 340.00
Section A Total							12020

Section B - Other Services

No.	Description	Estimated Annual Quantity	Unit Cost	Extended Price
42	Termite Treatment without drilling	1,000	4.59	\$ 4,590.00
43	Termite Treatment with slab drilling	800	4.75	\$ 3,800.00
44	Termite Treatment with Slab Drilling and Concerte Scanning	500	4.59	\$ 4,590.00
45	Hourly Rate for Additional Service Calls (M-F/8am-5pm)	500	45	\$ 32,500.00
46	Hourly Rate for After Hours, Weekend and City Holiday Service Calls	200	45	\$ 9,000.00
Section B Total				54480

Total Section A + Section B (Annual)	66500
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Attachment A - Bid Sheet

Pest Control Services

IFB No. 17-020

Section C - Information Only

No.	Description	Percentage
47	Mark-Up Cost for all Pest Control Materials	3%

Oliver Termite and Pest Control

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Byron K Bonhomme 9-20-17

Byron K Bonhomme

byron@oliverpest.com

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."

Bidder agrees to comply with all conditions set forth in this bid.



CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
PEST CONTROL SERVICES

IFB No. 17-020

Addendum No. 1

Date of Addendum: 10/11/2017

Addendum No. 1, dated Wednesday, 10/11/2017 is being issued to respond to all questions submitted by the deadline on Wednesday, 10/11/2017 @ 5:00 p.m. for IFB No. 17-020 - Pest Control Services, as outlined below:

1. Question: Which building are we bidding on for the pest control service?
Answer: There are 41 locations listed on Attachment A – Bid Sheet. All line items (1 - 47) must be quoted on Attachment A – Bid Sheet to be considered responsive.

Approved by: _____

Yvonne Hopkins, Purchaser

Date: _____

10/11/17

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

CLIVER TERRILL AND PEST CONTROL
Vendor

Brian R. Hoffman
Authorized Signature

11/7/2017
Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"

**ATTACHMENT C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ Dated: _____


Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Respondent (Company): Oliver Termite and Pest Control

Signature (in ink): 

Name (Typed/printed): Byron K Bonhomme

Title: Manager **Date:** 09/20/2017

**ATTACHMENT B:
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB No 17-020

RESPONDENT'S NAME: Oliver Termite and Pest Control

DATE: 09/20/2017

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable or greater size (15+ locations under one contract) that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Failure to provide references, any negative responses received or references that cannot be confirmed may result in disqualification of submittal.

- | | | | |
|----|-------------------------------|--|-------------------------------------|
| 1. | Company's Name | <u>Housing Authority of The City of Austin</u> | |
| | Name of Contact | <u>Nora Morales</u> | |
| | Title of Contact | <u>Purchasing Director</u> | |
| | E-Mail Address | <u>noram@hacanet.org</u> | |
| | Present Address | <u>1124 So IH35</u> | |
| | City, State, Zip Code | <u>Austin, Texas 78704</u> | |
| | Telephone Number | <u>(512) 767-7797</u> | Fax Number: <u>(512) 477-3979</u> |
| | # of locations under contract | <u>30</u> | |
| 2. | Company's Name | <u>Texas Department of Transportation</u> | |
| | Name of Contact | <u>Allen Stroud</u> | |
| | Title of Contact | <u>District manager</u> | |
| | E-Mail Address | <u>allen.stroud@txdot.gov</u> | |
| | Present Address | <u>7904 S.lh35</u> | |
| | City, State, Zip Code | <u>Austin, Texas 78753</u> | |
| | Telephone Number | <u>(512) 930-4700</u> | Fax Number: <u>()</u> |
| | # of locations under contract | <u>17</u> | |
| 3. | Company's Name | <u>Pedernales Electric Coopertive</u> | |
| | Name of Contact | <u>Robert Beal</u> | |
| | Title of Contact | <u>Corp mgr</u> | |
| | E-Mail Address | <u>robert.beal@peci.com</u> | |
| | Present Address | <u>PO Box 1</u> | |
| | City, State, Zip Code | <u>Johnson City, Texas 78636</u> | |
| | Telephone Number | <u>(830) 686-7449</u> | Fax Number: <u>(830) 868-7152</u> |
| | # of locations under contract | <u>22</u> | |