

CITY OF KINGSVILLE, TEXAS EXTERMINATION/PEST CONTROL SERVICES REQUEST FOR PROPOSAL RFP #19-03

RFP's Due: Tuesday February 12, 2019 2:00 PM ATTN: Charlie Sosa 400 W. King Ave. Kingsville, TX 78363

> OR P.O. Box 1458 Kingsville, TX. 78364

SPECIFICATIONS

SCOPE:

Pest control services shall include, but is not limited to, elimination of the following pests: ants, spiders, crickets, roaches, silverfish, scorpions, mice, rats, fleas, ticks, bees, wasps, yellowjackets, snakes and similar pests. Service must include controlling of pests on the outdoor grounds of the buildings (including, but not limited to patios, eves of building, sidewalks, lawns and building perimeter).

QUALITY ASSURANCE: The grounds will be inspected after each treatment by the appropriate City representative to insure compliance with the specifications.

SCHEDULE OF SERVICES: Services will include treatment of all facilities listed herein on a once a month basis, at a minimum. Problem areas will be attended as needed during the interim at no additional cost to the City. Special attention is to be given to areas as identified.

CONTRACT AGREEMENT: The successful proposer agrees to maintain and assure the facilities as listed herein are to remain pest free according to the schedule of services. All work performed in fulfilling the requirements of this contract will be accomplished by competent personnel utilizing the highest professional exterminating/pest control methods and following procedures, supervision, material equipment and supplies/chemicals as herein stated in this specification.

SAFETY: The successful proposer/representative's responsibility is the protection of all site facilities, personnel and City customers. Successful proposer must comply with the U.S. Department of Labor Occupational Safety and Health Hazard Communication 1910.1200 for use of chemicals. The successful proposer shall supply the City with copies of Material Safety Data Sheets showing complete chemical breakdown of all chemicals being used within ten (10) days after notification of award. The City reserves the right to require the successful proposer to discontinue the use of chemicals or request a change of chemicals at any time.

NOTE: Proposers shall offer the City two (2) monthly costs per buildings:

- A. Monthly Cost per Building when services are performed between the hours of 8:00 a.m. to 5:00 p.m.; and
- B. Monthly Cost per Building when services are performed before 8:00 a.m. and after 5:00 p.m.

USE THIS FORM ONLY PROPOSAL SHEET EXTERMINATION/PEST CONTROL

Item No.	Name and Address of Facility	No. of Stories	Square Footage	Mo. Cost Per Bldg. 8:00-5:00	Mo. Cost Per Bldg. After 5:00
1.	Kingsville Police Department**	1	11,400	\$	\$
	1300 E King Ave. Kingsville, Texas 78363 Contact: Charlie Sosa (361) 595-802 Areas Requiring Special Attention: Monthly: Spray all areas; special at yellowjackets and mice, perimeter o	tention for			
2.	Robert J. Kleberg Public Library 220 N. 4 th Street	1	14,000	\$	\$
	Kingsville, Texas 78363 Contact: Charlie Sosa (361) 595-8025 Areas Requiring Special Attention: Monthly: Spray all areas; special at yellowjackets and mice.		ants, roach	nes, crickets, l	pees, wasps,
3.	Kingsville City Hall 400 W. King Ave. Kingsville, Texas 78363 Contact Charlie Sosa (361) 595-8025 Areas Requiring Special Attention: Monthly: Spray all areas; special att yellowjackets and mice, to perimete Restrooms and break rooms (kitcher Building is two story	er of buildi	ants, roach	rat baits, ent	770 m
4.	Kingsville Public Works Building 660 Johnson Road Kingsville, Texas 78363 Contact: Bill Donnell (361)-595-8041 Areas Requiring Special Attention: Monthly: Spray all areas; special att yellowjackets and mice, to perimete Restrooms and break rooms for inse ** Building is one story; warehouse	tention for er of buildi cts and mi	ng (mice & ce		

5.	Kingsville Municipal Building 200 E. Kleberg Kingsville, Texas 78363 Contact: Charlie Sosa (361) 595-8025 Areas Requiring Special Attention: Monthly: Spray all areas; special atterwasps, yellowjackets and mice, to perway in alley. Restrooms and break rooms (kitchens) **Administration building has two level	ntion for a imeter of	ants, roacl	mice & rat ba	
6.	Community Appearance	2	6 600**	\$	\$
0.	202 W. Lee Kingsville, Texas 78363 Contact: Charlie Sosa (361) 595-8025 Areas Requiring Special Attention: Monthly: Spray all areas; special attentiones, wasps, yellowjackets and ants. **This square footage includes 1200 stand mice, to perimeter of building mice. Restrooms and break rooms (kitchens) **Administration building has two levels.	quare fee ce & rat	nakes, mic t for the r baits, entr	ce, birds, spide ecycling center y way in alley.	rs, crickets,
7.	Kingsville Fire Station #1 1231 E. 10 th Street Kingsville, Texas 76248 Contact: Charlie Sosa (361) 595-8025 Requiring Special Attention: Monthly: Spray all areas; special attentions, wasps, yellowjackets and ants.			\$e, birds, spide	\$rs, crickets,
8.	Kingsville Fire Station #2 515 North Armstrong Kingsville, Texas 78363 Contact: Charlie Sosa (361) 595-8025 Areas Requiring Special Attention: Monthly: Spray all areas; special attentions wasps, yellowjackets, and ants.	2	4,488	\$, spiders cricke	\$ets, bees,

9.	Volunteer Fire Station 326 North 6 th Street Kingsville, TX 78363	1	2,800	\$	\$
	Contact: Charlie Sosa (361) 595-8025 Areas Requiring Special Attention: Monthly: Spray all areas; special attentions wasps, yellowjackets and ants.	ntion to m	nice, birds,	spiders, cricke	ets, bees,
10.	Train Depot 102 E. Kleberg Kingsville, Texas 78363 Contact: Charlie Sosa (361) 595-8025 Areas Requiring Special Attention: Monthly: Spray all areas; special attentions, wasps, yellowjackets and ants.			8e, birds, spider	
11.	Kingsville JK Northway Exposition Cntr 501 E. Escondido Kingsville, Texas 78636 Contact: Charlie Sosa (361) 595-8025 Requiring Special Attention: Monthly: Spray all areas; special atten perimeter of building (mice & rat bait	ation for a	ants, roach		\$d mice, to
12.	Kingsville Recreation Center 501 E. Escondido Kingsville, Texas 78363 Contact: Charlie Sosa (361) 595-8025 Areas Requiring Special Attention: Monthly: Spray all areas; special attentions, wasps, yellowjackets and ants.		6,800 nakes, mic		

10	WILL C. H. III.D.		C 41 C	Φ.	Φ.
13.	Kleberg Co. Health Department	1	6,416	\$	\$
	8604 N. Armstrong Kingsville, TX 78363				
	Contact: Charlie Sosa (361) 595-802	5			
	Areas Requiring Special Attention:	-			
	Monthly: Spray all areas; special at	tention to	mice, birds	s, spiders and	l ants
	Monthly: Spray all areas; special at	tention to	perimeter	of building (1	mice & rat
	baits, entry ways. Two separate buildings total square	ara faataa	Δ.		
	I wo separate buildings total squa	are iootag	C		
15.	Kingsville Visitors Center	1	2,100	\$	\$
	1501 N. Hwy. 77				
	Kingsville, Texas 78363				
	Contact: Charlie Sosa (361) 595-802	5			
	Areas Requiring Special Attention:	tantian ta	analsaa mi	aa hinda ani	dana anialeata
	Monthly: Spray all areas; special at bees, wasps, yellowjackets and ants.		snakes, iiii	ce, birds, spi	ders, crickets,
	sees, wasps, jone vjackets and and	•			
	TO	TAL BASI	E RFP	\$	S
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IT IS THE INTENT OF THE CITY OF KINGSVILLE TO HIRE EXTERMINATION/PEST CONTROL SERVICES FOR SOME OR ALL OF THE AREAS LISTED ABOVE.

The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items bid on, F.O.B. Kingsville, Texas, at the unit prices quoted therein after notice of RFP award.

Company Name:
Telephone Number:
Fax Number:
Address:
Signature:
Print:
Title:
Date:

OFFICIAL SIGNATURE PAGE (MUST BE SIGNED OR RFP MAY BE REJECTED)

INSTRUCTION TO PROPOSERS

- 1. The RFP award shall be based on, but not necessarily limited to, the following:
 - a. Total Price
 - b. Special needs and requirements of the City
 - c. Results of reference checks
 - d. Proposer's past performance record with the City
 - e. City's evaluation of the Proposer's ability to perform
- The City of Kingsville may make such investigations as it deems necessary to
 determine the ability of the proposer to provide satisfactory performance in
 accordance with specifications, and the proposers shall furnish to the City all such
 information and data for this purpose as the City may request.
- 3. The City of Kingsville provides for a grievance procedure for proposers relating to specifications, terms, conditions, and instructions. Proposers with questions relating to the above matters are to contact Charlie Sosa, Purchasing Manager (361) 595-8025. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the RFP request to be acceptable to all proposers in all respects.
- 4. Proposers are to bid on all items as specified. RFP's will be awarded to one proposer based on the total RFP.
- 5. The contract period will begin March 12, 2019 through, September 30, 2019.

 Prices must not exceed the RFP amount for the entire contract period. The contract may be extended by mutual agreement of both parties for two (2) additional one (1) year periods with prices remaining firm for the entire contract.

RENEWAL OPTIONS:

The City of Kingsville reserves the right to exercise an option to renew the contract of the vendor for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the proposer shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and must be in force for the full period of the option. If the updated documents are not submitted by the proposer in complete form within the time specified, the City will rescind its option and seek a new RFP solicitation.

If the primary contractor elects not to exercise the option(s) to renew for the additional two (2) one (1) year periods, the next low proposer for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original RFP submitted by that proposer. If both the primary contractor and the next low proposer for any section elect not to renew or accept award of the contract, the contract will be re-bid. The City of Kingsville reserves the right to re-bid the extension for the entire contract if the pricing of the next low proposer appears to be excessive.

- 6. The contract may be canceled by either party upon thirty (30) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement. At such time, it may award the bid to the next qualifying proposer.
- 7. Any exceptions or alternates to the RFP are to be clearly indicated on the page entitled, "EXCEPTIONS/ALTERNATES TO RFP".
- 8. Proposers are to provide three references where similar services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months.

Name of Company/City
Address of Company/City
Contact Person
E-mail
Telephone Number including area code ()
2. Name of Company/City
Address of Company/City
Contact Person
E-mail
Telephone Number including area code()
3. Name of Company/City
Address of Company/City
Contact Person
E-mail
Telephone Number including area code ()

9. MATERIAL SAFETY DATA SHEETS (MSDS)

If required, Proposal shall include a MSDS for each product quoted, if applicable.

10. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Kingsville as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a Certificate of **Insurance** is required naming the City of Kingsville as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Kingsville as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Kingsville upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance and Endorsements for contractor and subcontractor. terminations, or alterations of such policies shall be mailed to Charlie Sosa, Purchasing Manager, Finance Department, P 0. Box 1458, Kingsville, TX 78364.

11. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Kingsville or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, liability, contractual liability, broad products form property coverage, premises/operations, and independent contractors.

> Bodily Injury and Property Damage - \$500,000 per person \$1,000,000 per occurrence

12. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person \$1,000,000 per occurrence

13. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall provide all workers' compensation insurance for its employees as required by law.

14. INDEMNIFICATION

For consideration included in the RFP price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City and Kingsville, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Kingsville, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Kingsville against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Kingsville, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

15. CONTRACT DELETIONS/ADDITIONS

The City of Kingsville reserves the right to make changes to the contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. Additionally, the City reserves the right to cancel contract, based upon available funding.

16. WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Kingsville, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

17. DEBARMENT

By submitting a RFP, the proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

18. BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

19. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

20. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute. Venue for state court actions shall be in Kleberg County, Texas.

21. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any proposer that wishes to conduct business or to be considered for business with any political subdivision, to complete a "conflict of interest" questionnaire (attached). Please complete the attached questionnaire and return with the RFP specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: "(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1)."

22. INDEPENDENT CONTRACT

The successful proposer who is awarded the contract shall be considered an independent contractor for all purposes. The City is interested in the end product of the contract and not details for how work is done.

23. VERIFICATION NO BOYCOTT ISRAEL

As required by Chapter 2270, Texas Government Code, the proposer hereby verifies that does not boycott Israel and will not boycott Israel though the term of this Agreement. For purposes of the verification, "boycott Israel" means refusing to deal with terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose.

24. NO FORIEGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, proposer represents and certifies that, at the time of execution of this Agreement neither the proposer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company of affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

USE THIS FORM ONLY EXCEPTIONS/ ALTERNATES TO PROPOSAL

All exceptions to proposal must be defined in the space below including item number where applicable:
Proposer acknowledges that by submitting the proposal contained herein, proposer makes a offer which, if accepted within a reasonable period of time in whole or in part, by the City of Kingsville, constitutes a valid and binding contract as to any and all items accepted in writing the City Kingsville.
DATE:
SIGNATURE:
PRINT:
TITLE:
COMPANY NAME:
COMPANY ADDRESS:
COMPANY TELEPHONE NUMBER:
ANY QUESTONS concerning this Proposal should be directed to: Charlie Sosa, Purchasing Manager (361) 595-8025.

CITY OF KINGSVILLE ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I acknowledge that by submitting a proposal for this project, I am aware of the insurance requirements outlined in these specifications (Number 10-13). If I am awarded the RFP, I will comply with all insurance requirements within 10 working days of the RFP award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies.

Signature	Printed name	
Name of Company:		
Address of Company:		
City, State & Zip:		
Telephone Number: ()	Date:	

CITY OF KINGSVILLE STATEMENT OF NO PROPOSAL

Extermination/Pest Control Services

RFP #19-03

If proposer is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Kingsville, Attn: Purchasing Manager, P O Box 1458, Kingsville, TX 78364.

Name of Firm:
Address:
Telephone Number:Date:
Signature:
The above has declined to submit a PROPOSAL response for the following reason(s): (Please check one or all that apply)
Specification too "restrictive", i.e., goods offered by our company do not meet stated specificationsSpecifications unclear (please explain).
We do not offer this commodity and/or service or an equivalent.
Insufficient time to respond to the PROPOSAL.
Our schedule would not permit us to perform.
Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

<u>Disadvantaged Business Enterprises (DEB)</u> are encouraged to participate in the City of Kingsville RFP process. The City of Kingsville will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of proposal procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME:	
REPRESENTATIVE:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NO.	FAX NO
INDICATE ALL THAT APPLY:	
	Minority-Owned Business Enterprise
	Women-Owned Business Enterprise Disadvantaged Business Enterprise
	Disauvantageu Dusiness Enter prise

THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED