

**REQUEST FOR PROPOSAL FOR MAINTENANCE, MOWING,
LANDSCAPING SERVICES FOR CITY OF BASTROP PARKS AND
RECREATION DEPARTMENT LOCATED IN BASTROP, TEXAS**

A. Introduction

The City of Bastrop Parks and Recreation Department in Bastrop, Texas is seeking proposals from highly qualified firms for cost effect professional maintenance, landscaping, mowing services for the City of Bastrop Public Works Department located within the Bastrop City limits.

This Request for Proposal (RFP) describes the property, the required scope of services, the selection process, and the minimum information that must be included in the proposal responses.

By submitting a response, each Respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP are the sole responsibility of the Respondent. The contractor selected by the Code Division shall be required to comply with all applicable State and Local Codes of Regulation.

B. Instructions and General Conditions

The City of Bastrop appreciates your time and effort in preparing your response to this RFP. Please note that all proposals must be submitted in a sealed envelope marked:

Do Not Open – RFP Response for Maintenance, Mowing, Landscaping, Services for the City of Bastrop Public Works Department.

Proposals must be submitted in both a hard copy and as an electronic PDF (on a CD or flash drive) and should be provided to _____, by no later than **September 30, 2017**

Proposals received later than **September 30, 2017** will be returned to the applicant unopened. The applicant shall read and understand the circumstances, requirements, and procedures under which this RFP is provided before submitting a proposal to the City of Bastrop Parks and Recreation.

Submitted proposals will be publically acknowledged and opened at City Hall at 3p.m/ on **September 30, 2017**

It is understood that the City of Bastrop, in its sole discretion, reserves the right to reject any or all proposals, and to award the proposal it deems to be in the best interest of the

City of Bastrop. The award may be based on factors other than the lowest bidder. Late Proposals will not be considered under any circumstances and will be returned to the submitter unopened. Proposals will not be accepted via facsimile or electronic mail.

The City of Bastrop reserves the right to request additional information or to meet with representatives from the responding entity to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation for award of the contract.

Questions regarding this RFP shall be submitted to:

David Junek
Parks and Recreation Superintendent
City of Bastrop Parks and Recreation Dept.
(512) 718-3766
djunek@cityofbastrop.org

C. Basic Information to be Submitted in Response to RFP and Valuation.

1. Description of Contractor's experience in the services requested. 20%
2. Key Personnel and staffing plan. 10%
3. Inventory of Materials, Equipment and Supplies to be used by the Contractor. 10%
4. A minimum of three (3) references of similar size and structure to the work proposed in this RFP in the past five (5) for clients with which the Contractor had two (2) or more years of successful service. 20%
5. Safety Program and procedures. 10%
6. Price and bidding information. 30%

D. Scope of Work

- Mowing, Landscaping, and Debris removal

As shown on the map and technical specifications provided in Exhibit "A", the following areas of the City of Bastrop will require, landscaping, and mowing services, including weeding of all beds, around trees and drains, and trimming to include pruning, thinning out and shaping trees and shrubs in accordance with standard horticultural practice

E. General Contract Terms.

The below items represent the general Contract Terms for the Scope of Work for the selected Contractor.

1. The Contractor shall provide services in a timely and cost effective manner without sacrificing quality.
2. Contractor will be responsible for all damage.
3. Contractor crews shall be uniformed and easily recognized by citizens and City staff.
4. All Contractor crews shall have a crew leader with direct communication to upper management.
5. Contractor shall provide all equipment, including lawn mower, weed whackers, hedge trimmers, shovels, chemicals, brooms and any other equipment necessary for code violation abatement of the yard and grounds of the Property.
6. Contractor shall protect surrounding grounds from damage due to landscape maintenance activities.
7. The Contractor's operational activities shall comply with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work.
8. The Contractor shall provide proof of Liability Insurance to the City of Bastrop within fifteen (15) days of notice of selection and prior to the commencement of any work.
9. Contractor will not be entitled for payment of extra work beyond the scope of the contract which has not been previously approved, in writing, by an authorized representative of the City of Bastrop.
10. Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence, and supervision of its employees.
11. There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the City.

F. Liability and Indemnity.

Any provision of any contract document that limits the Contractor's liability the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract is not applicable or effective.

The Contractor shall agree to and shall indemnify, hold harmless, and defend the City and their officers, agents, and employees from and against any and all claims, losses, damages, causes of action suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees for all claims and suits, including those for injury to or death of any person or for damage to property, arising out of or in connection with the work performed under the contract by the Contractors.

G. Term.

The Contract term is twelve (12) months beginning on July 12, 2017. The Contract will automatically renew for 12 month periods beginning October 1, 2017 unless terminated by either party, as provided for below. Contract can be renewed for two consecutive 12 month terms.

H. Services and Payment.

Contractor will furnish services to the City of Bastrop in accordance with the scope of services provided for herein. Contractor will bill the City of Bastrop for the services provided upon completion of the work and the operation supervisor or designee has reviewed the work.

I. Termination Provisions.

1. City of Bastrop Termination for Convenience. The City of Bastrop may terminate this Contract during the term, or any extension thereto, at any time for the City's own convenience regardless of whether the Contract is in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract as of the date of termination.

2. Termination for Default. Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate the Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the contract as allowed by law, including any damages or costs suffered by either party.

J. Assignment.

The Contractor shall not assign this Contract, or any of the services herein, without the prior written consent of the City.

K. Law Governing and Venue.

This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop, County, Texas.

L. Independent Contractor.

Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City of Bastrop. The City and the Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that the contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

M. Dispute Resolution Procedures.

The Contractor and the City desire an expeditious means to resolve any dispute that may arise between them regarding this Contract. If either party disputes any matter in relation to this contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

N. Additional Contract Documents.

The following specified document attached to this Contract, become a part of this Contract except that any provision contained in any of the Contractors/ Bidders documents that conflicts with a Contract Provisions.

1. Contractor's Insurance Certificate.
2. Bid Documents and Technical Specifications.

Execution of Offer:

It is understood by the undersigned that the right is reserved by the Bastrop City Council to reject any or all written proposals for this service. The prices stated in response to the RFP includes the furnishings of all material, labor, tools, and equipment necessary for the execution of the work bid upon, complete in every detail, in accordance with Scope of Work provided herein.

In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts and the proposer may be removed from all proposal lists. By signature below the proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this proposal.

Date: _____

Bidder: _____

Attest: _____

By: _____

Name: _____

Title: _____

Company Name

Signature

Printed or Typed Name

Street Address

City, State & Zip Code

Area Code and Phone

Bidder Certification

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with the City representatives and noted on the bid proposal submitted.

Bidder guarantees that the products and services offered will meet or exceed specifications identified in this request for bid. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for the opening of bids.

Bidder Must Complete and Sign:

Name of Firm/Company: _____
Agent's Name: _____
Title: _____
Mailing Address: _____
City, State, Zip: _____
Authorized Signature: _____
Date of Bid: _____

SPECIAL CONDITIONS

Reservations

This RFP does not commit the City of Bastrop to award a contract, to defray any cost incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work

Public Records

All proposals submitted in response to this RFP become the property of the City of Bastrop and are subject to the Texas open public records and, as such, may be subject to public review.

Right to Cancel

The City of Bastrop reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City of Bastrop cancels or revises the RFP, all proposers will be notified in writing by the City of Bastrop.

Bastrop Parks and Recreation Designated Areas EXHIBIT A Bastrop, Texas

Professional Landscape Care and Maintenance

The City of Bastrop Parks and Recreation Department is accepting proposals for Lawn and Landscaping maintenance for services to begin on October 30, 2017 and continue through September 30, 2018.

Please include the following in the monthly cost of your proposal:

- I. Mowing-** Areas indicated on attached map. All areas will need to have services scheduled on a **WEEKLY/BIWEEKLY BASIS determined on an “as needed basis”**. Accessible areas on the EXTERIOR of the perimeter fence will need to have a minimum mow path of 5’ in width, where applicable.
- II. Weed eating/Trimming -** weed eating around trees, **landscape beds, sidewalks and curbs. Shrubs need to be trimmed on an “as needed basis” to keep a clean and attractive appearance.**
- III. Tree Maintenance -** Trees need to be pruned and maintained on an “as needed basis” to keep a clean and attractive appearance.
- IV. Cleanup-** Removal of trash prior to mowing each time. All clippings, grass and thatch will be removed for all areas by blowing off or bagging.
- V. Plant and bed care-** landscaped beds shall be edged, and will be edged prior to mulching.
- VI. Weeding-** Will be performed as needed to keep any landscape beds **FREE OF WEEDS** at all times either by hand pulling or herbicide spraying. If spraying, **COPIES OF VALID LICENSE THROUGH TDA AND VALID INSURANCE WILL BE NEEDED.**
- VII. Insurance -** Need to provide **COPIES OF LIABILITY AND WORKMAN’S COMPENSATION INSURANCE**

Park Names and Locations

- 1.) Fisherman’s Park - 1200 Willow St, Bastrop, TX 78602
- 2.) Fireman’s Park - 600 Hill Street, Bastrop, TX 78602
- 3.) Bob Bryant Park - 600 Charles Boulevard, Bastrop, TX 78602
- 4.) Police Department - 104 Grady Tuck Lane, Bastrop, TX 78602
- 5.) City Hall - 1311 Chestnut Street, Bastrop, TX 78602
- 6.) Library - 1100 Church St, Bastrop, TX 78602
- 7.) Bark Park – 401 Grady Tuck Lane, Bastrop, TX 78602

- 8.) Jewell Hodges Park - 1200 Linden Street, Bastrop, TX 78602
- 9.) Mayfest Park - 25 American Legion Drive, Bastrop, TX 78602
- 10.) Kerr Community Park - 1308 Walnut Street, Bastrop, TX 78602
- 11.) Ferry Park – 502 Water Street, Bastrop, TX 78602
- 12.) Old Iron Bridge – 100 - 600 TX-150 Loop, Bastrop, TX 78602
- 13.) Tahitian Fire Station - 115 Commercial Drive, Bastrop, TX 78602
- 14.) Little League Fields – 2200 Hill Street, Bastrop, TX 78602
- 15.) Bastrop 1832 Farmers Market – 1302 Chestnut Street, Bastrop, TX 78602
- 16.) Public Works Shop and Detention Pond – 1209 Linden Street, Bastrop, TX 78602
- 17.) Industrial Park ROW – 398 Jackson Street, Bastrop, TX 78602
- 18.) MLK Lots – 201 & 211 Martin Luther King Drive, Bastrop, TX 78602
- 19.) Wastewater Plant Lot – 811 Jasper Street, Bastrop, TX 78602
- 20.) PD Lot – 117 Old Austin Highway, Bastrop, TX 78602
- 21.) East Gateway – 900 TX-95, Bastrop, TX 78602
- 22.) West Gateway – 110-118 TX-150 Loop, Bastrop, TX 78602
- 23.) Right of Ways – See yellow highlighted areas on attached map

- Provide a cost per cut for each site and a lump sum total

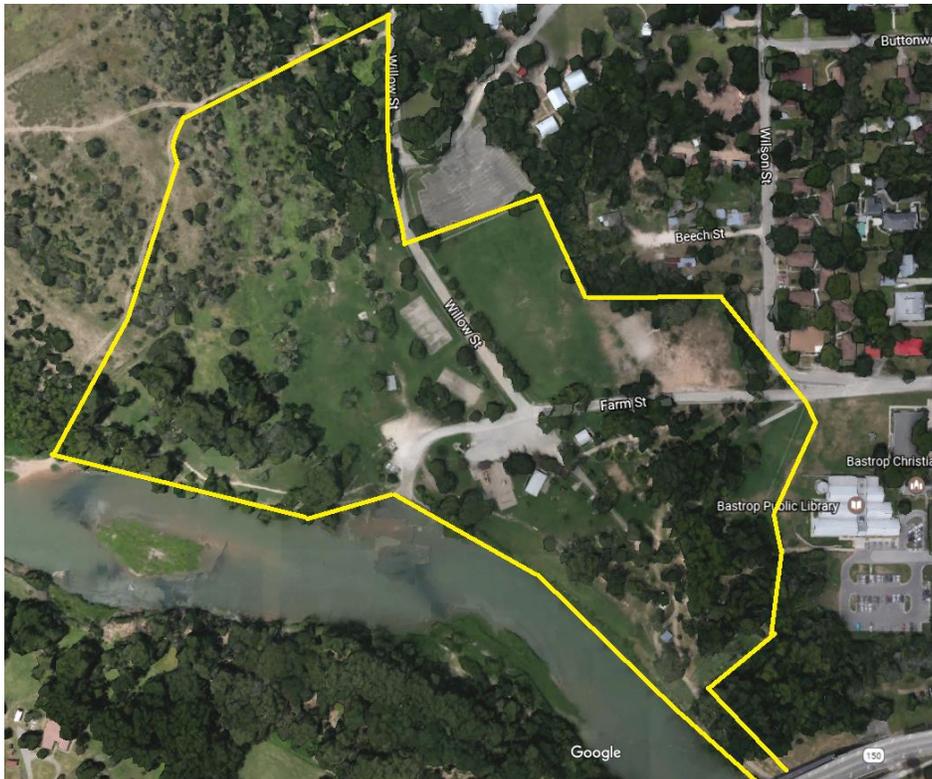
Park Names and Locations

- 1.) Fisherman’s Park - \$_____
- 2.) Fireman’s Park - \$_____
- 3.) Bob Bryant Park - \$_____
- 4.) Police Department - \$_____
- 5.) City Hall - \$_____
- 6.) Library - \$_____
- 7.) Bark Park - \$_____
- 8.) Jewell Hodges Park - \$_____
- 9.) Mayfest Park - \$_____
- 10.) Kerr Community Park - \$_____
- 11.) Ferry Park - \$_____

- 12.) Old Iron Bridge - \$ _____
- 13.) Tahitian Fire Station - \$ _____
- 14.) Little League Fields – \$ _____
- 15.) Bastrop 1832 Farmers Market – \$ _____
- 16.) Public Works Shop and Detention Pond – \$ _____
- 17.) MLK Lots – \$ _____
- 18.) Wastewater Plant Lot – \$ _____
- 19.) PD Lot – \$ _____
- 20.) East Gateway – \$ _____
- 21.) West Gateway – \$ _____
- 22.) Right of Way (see attached map) – \$ _____

Total Contract price per month \$ _____

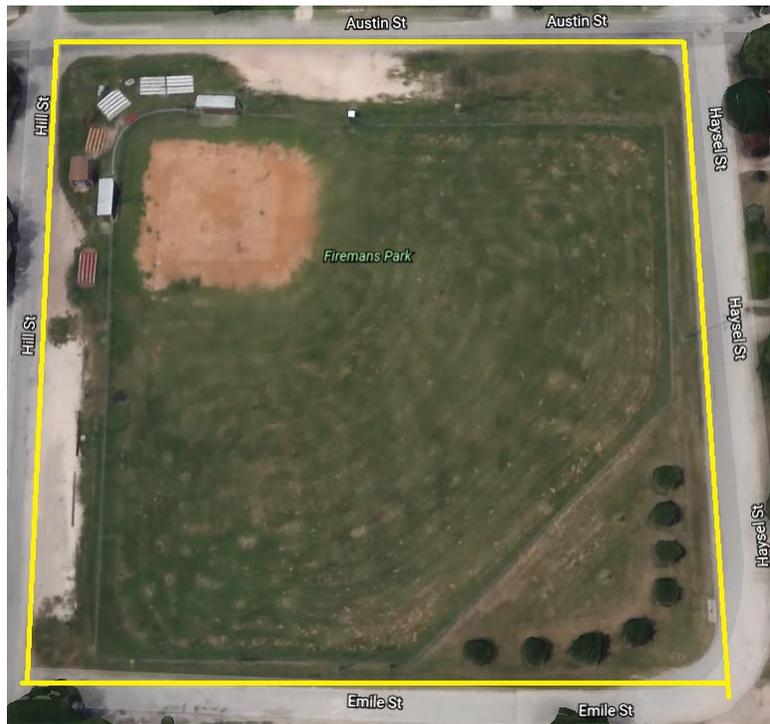
**Fisherman's Park
1200 Willow Street**



Fisherman's Park (continued)



Fireman's Park
600 Hill Street



**Bob Bryant Park
600 Charles Boulevard**



**Police Department
104 Grady Tuck Lane**



City Hall
1311 Chestnut Street
Chestnut St



Library
1100 Church Street



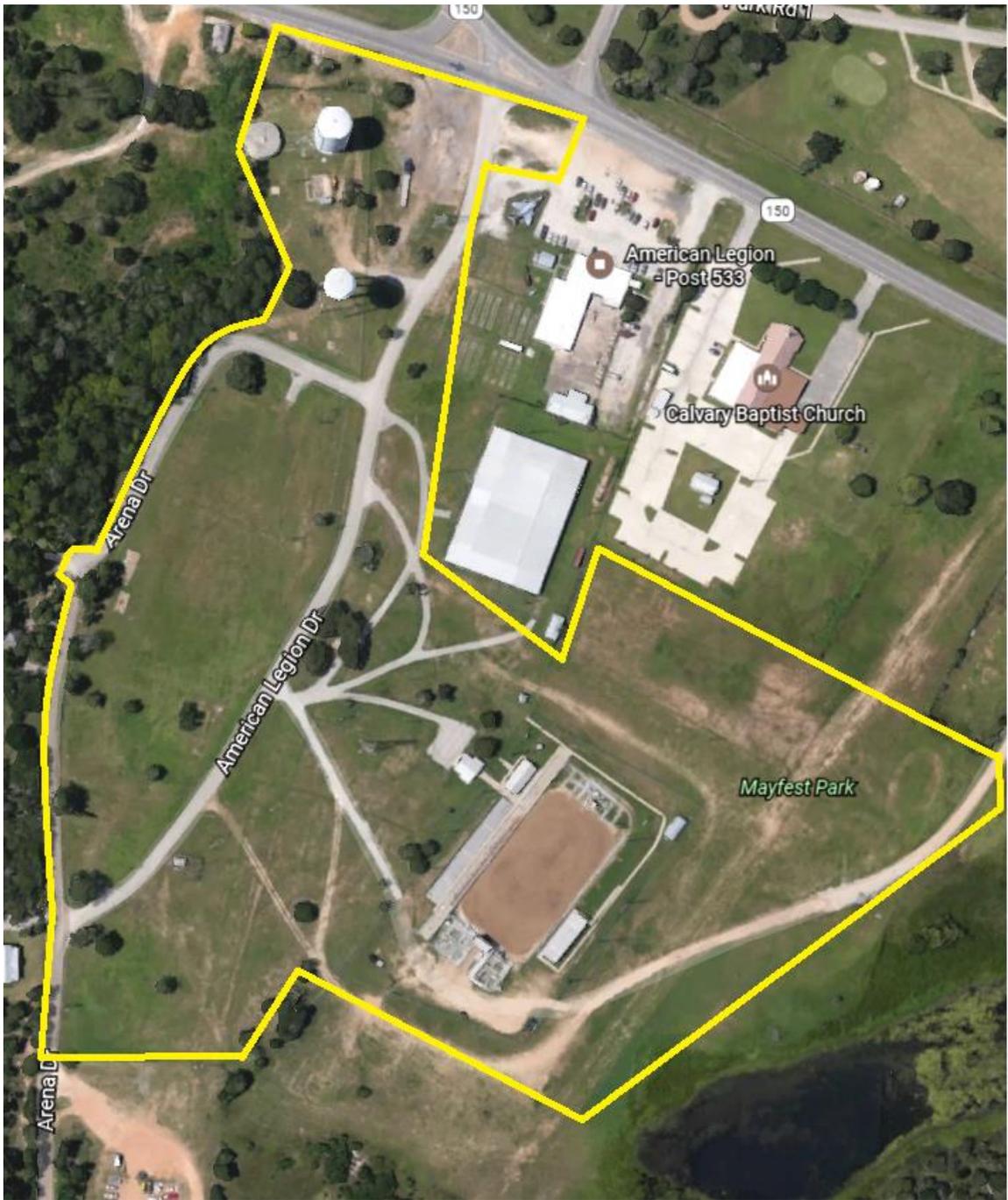
Bark Park
401 Grady Tuck Lane



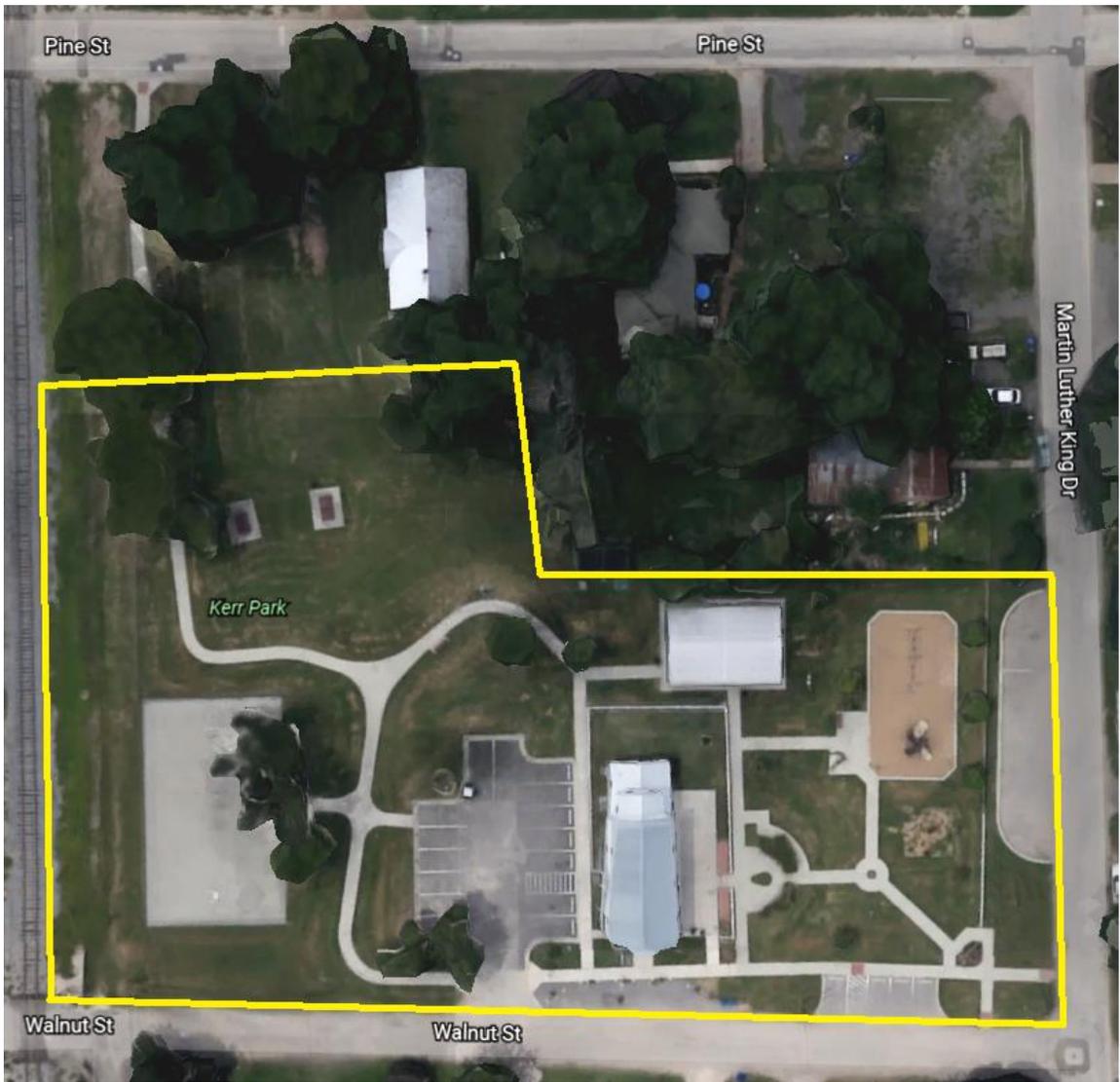
**Jewell Hodges Park
1200 Linden Street**



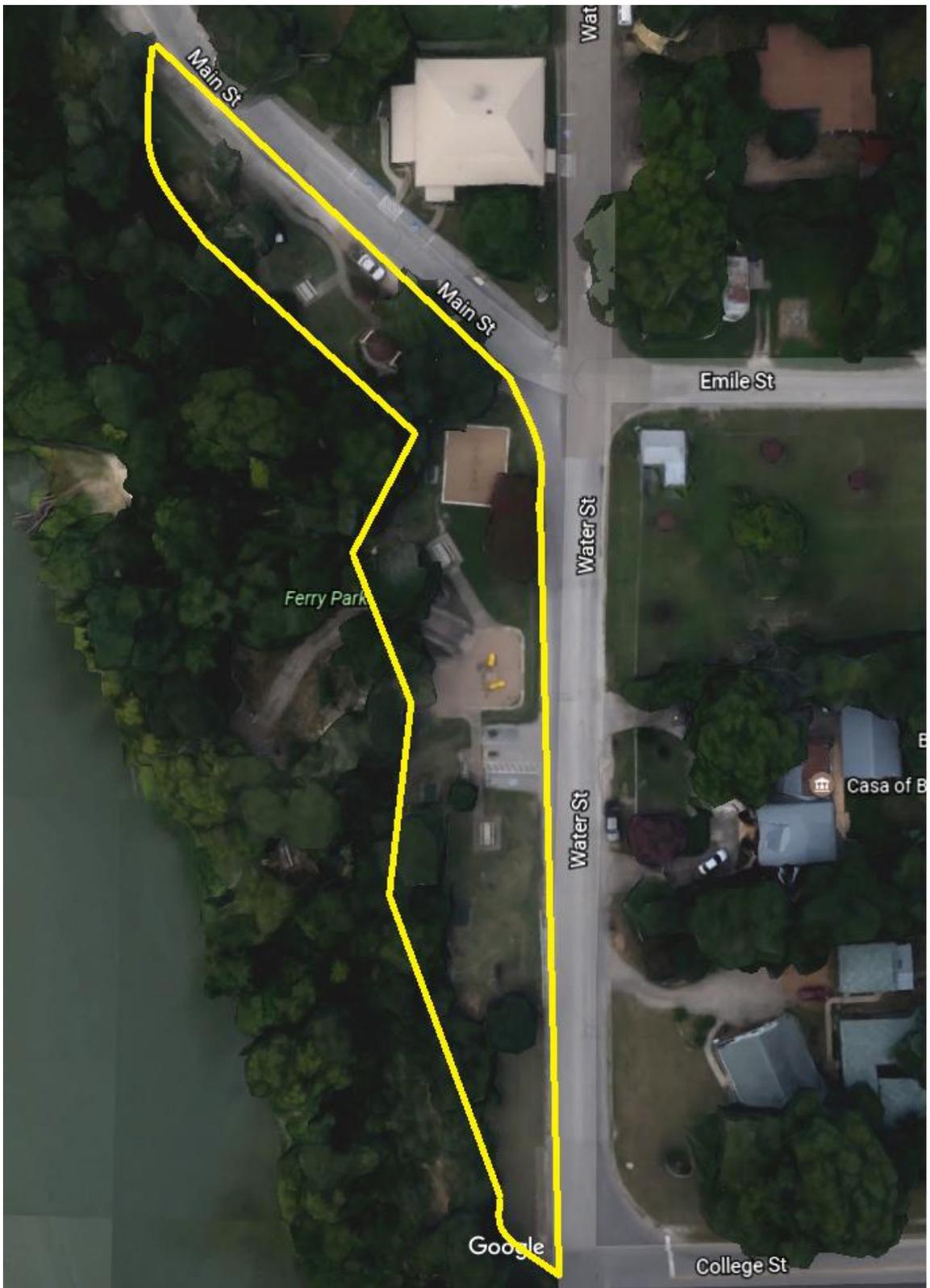
Mayfest Park
25 American Legion Drive



Kerr Community Park
1308 Walnut Street



**Ferry Park
502 Water Street**



**Old Iron Bridge
100 – 600 TX-150 Loop**



**Tahitian Fire Station
115 Commercial Drive**



**Little League Fields
2200 Hill Street**



*Areas outside of the ball fields

Bastrop 1832 Farmers Market

1302 Chestnut Street



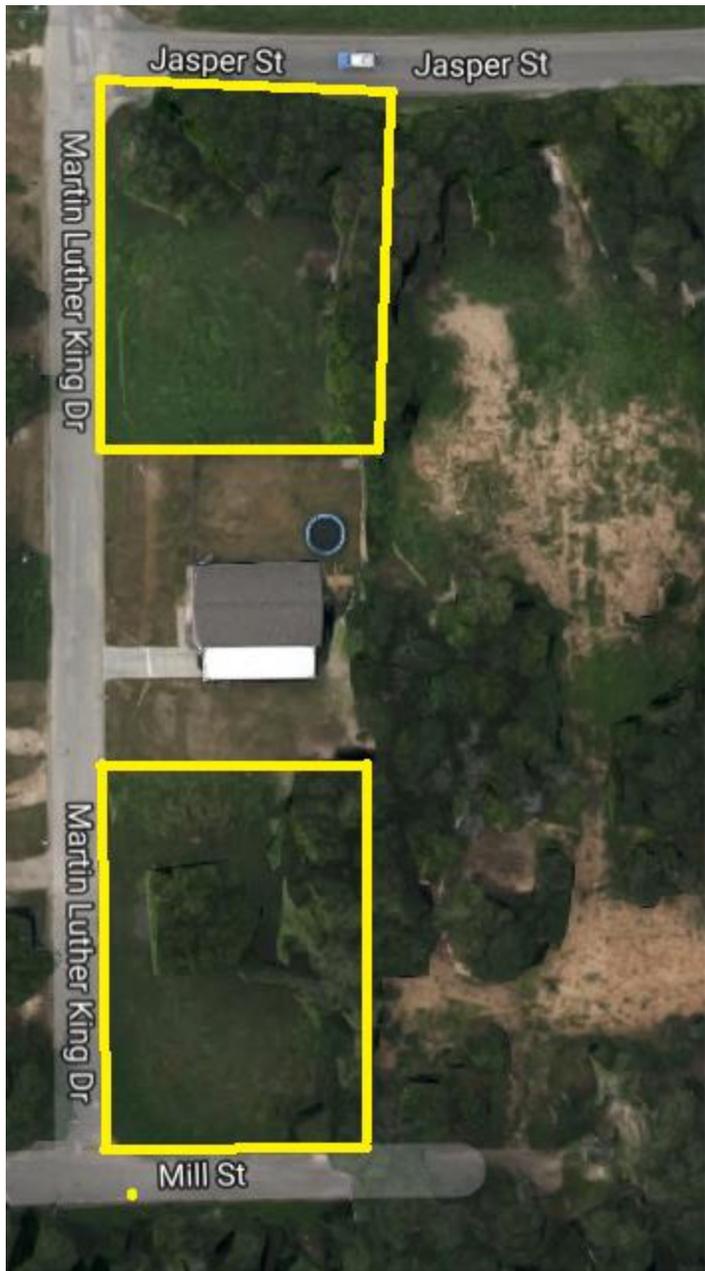
**Public Works Shop and Detention Pond
1209 Linden Street**



**Industrial Park ROW
398 Jackson Street**



**MLK Lots
201 & 211 Martin Luther King Drive**



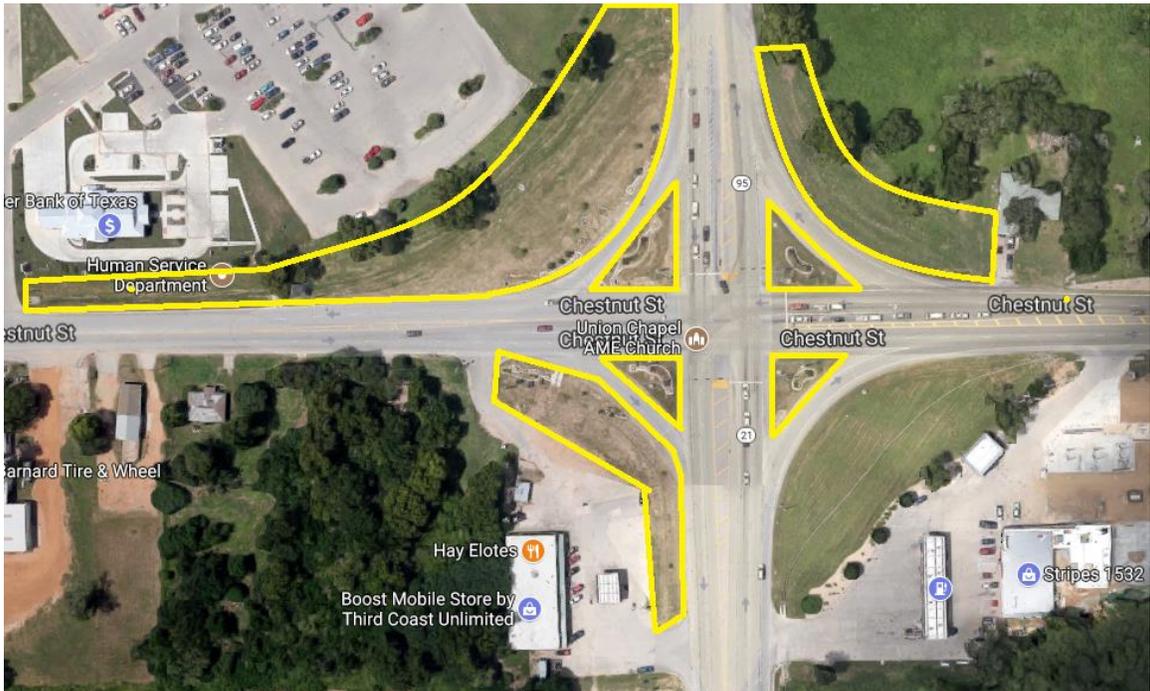
**Wastewater Plant Lot
811 Jasper Street**



**PD Lot
117 Old Austin Highway**



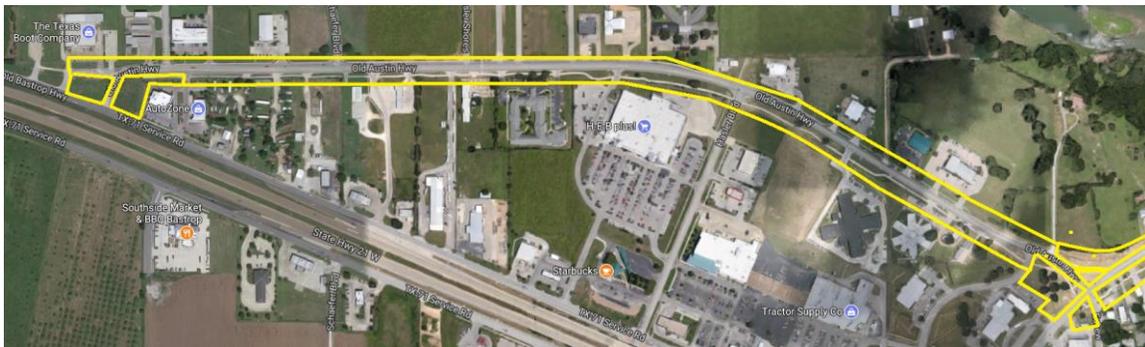
**East Gateway
TX-95/SH-21**



**West Gateway
110-118 TX 150 Loop**



Old Austin Highway



*Some of the business along Old Austin Highway help maintain the ROW