



REQUEST FOR PROPOSALS

Proposal Reference Number: 2023-018

Project Title: Tier 2 and Tier 3 West Mowing

| ANTICIPATED SCHEDULE | |
|--------------------------------|--|
| RFP Issue Date | Monday, July 3, 2023 |
| RFP Publication Dates | Monday, July 3, 2023 & Monday, July 10, 2023 |
| Deadline for Questions | Friday, July 10, 2023 @ 10:00am CST |
| Proposals Due | Thursday, July 20, 2023 @ 3:00pm CST |
| Recommendation to City Council | August 21, 2023 |

Important Information

The City of Burleson will receive sealed proposals for the services specified until the deadline indicated above. Proposals will only be received electronically through the City's e-procurement system, Bonfire, at <https://burlesontx.bonfirehub.com> (registration required). *Extensions will not be granted. Late submittals will not be accepted.*

Questions and requests for additional information should be made in writing and no later than the questions deadline above and shall be directed to the Purchasing Agent via <https://burlesontx.bonfirehub.com>.

Any interpretations, corrections, clarifications, or changes to this Request for Proposals or specifications will be issued via addendum. Addenda will be posted at <https://burlesontx.bonfirehub.com>. It is the responsibility of the respondent to monitor the Bonfire website for addenda. **Bidders shall acknowledge receipt of each addendum by submitting a signed copy with their proposal.** *Oral explanations will not be binding.*

The City of Burleson reserves the right to reject any proposal and to waive defects in proposals. No officer or employee of the City of Burleson shall have a financial interest, direct or indirect, in this or any contract with the City of Burleson. Minority and small business vendors are encouraged to submit bids/proposals on applicable City solicitations.

TABLE OF CONTENTS

Request for Proposals

| | |
|---|---|
| 1. Introduction | 2 |
| 2. Definitions | 2 |
| 3. General Information | 2 |
| 4. RFP Withdrawals and/or Amendments | 3 |
| 5. Proposal Submittal Requirements | 3 |
| 6. Proposal Evaluation and Contract Award | 4 |

Appendix A – Scope of Services

| | |
|---|-----|
| 1. Scope of Services Descriptions | A-1 |
|---|-----|

Appendix B – Proposal

| | |
|---|-------|
| 1. Cover page for online submittals | B-1 |
| 2. Required Proposal Information | B-2-4 |

Appendix C – Standard Terms & Conditions

| | |
|-----------------------------|-------|
| 1. Terms & Conditions | C-1-3 |
|-----------------------------|-------|

City of Burleson RFP 2023-018
Tier 2 & Tier 3 West Mowing Services

1. Introduction

A. Project Overview: The City of Burleson ("City") is requesting Proposals with the intent of awarding a contract for Tier 2 and Tier 3 West Mowing Services.

i. Tier 2 and Tier 3 West Mowing Services

ii. Project Schedule: 2024, 2025, 2026 Mowing Season.

2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Proposer: The Proposer and the Proposer's designated contact signing the first page of the Proposal.

City of Burleson ("City"): The City of Burleson, Texas.

Project: The name of this Request for Proposals as identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: The City of Burleson Purchasing Agent is Andrea Anderson.

Phone: (817) 426-9847

E-Mail: purchasing@burlesontx.com

Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

3. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

E. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may

be terminated and payment withheld if this certification is inaccurate.

- F. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- G. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

5. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: All proposals must be submitted electronically. The Proposer must visit <https://burlesontx.bonfirehub.com/login> and register. Once registered for this complimentary service, the Proposer may submit proposal documents electronically by selecting the appropriate proposal identification.
- B. Submittal Deadline: It is the Proposer's responsibility to have the Proposal Documents correctly electronically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded within the Bonfire electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Agent.

6. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process:

The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on

City of Burleson
Tier 2 and Tier 3 West Mowing

each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.

B. Evaluation Criteria

A full description of each criterion is included in Appendix B.

| Emphasis | Criteria |
|----------|--|
| 10% | Background of company |
| 30% | Ability to provide services *Vendor must demonstrate their ability to provide the requested services at the expected level of service |
| 30% | Cost *If vendor is only participating on one tier the same factors are still applicable |
| 10% | Work chart including and applicable certifications |
| 20% | Top three contracts in terms of price and scope demonstrating the vendor's ability to handle the service requested in this RFP |

C. Contract Award

An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City's Standard Terms & Conditions have been provided with this RFP. The Proposer must submit and objections to the contract along with responses. A fully executed contract shall be comprised of the following documents:

- i. This Request for Proposal, including all attachments
- ii. The successful Proposer's proposal.

D. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.

E. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.

F. Additional Information: The City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

G. Partial Contract Award: The City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to

City of Burleson
Tier 2 and Tier 3 West Mowing

different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of the City.

- H. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.
- I. Billing for Services; Payment: Successful Proposers are encouraged to register through the City's Vendor Self Service portal to submit payment requests, invoices, and set up direct deposit prior to providing goods and/or services. Register and submit required documentation on the website at <https://burlesontx.munisselfservice.com/vss/Vendors/default.aspx>
- J. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Burleson for cause:
1. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 2. The successful Proposer violates any of the provisions of these specifications; or
 3. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 4. The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another party(ies) without written consent of the City.
 5. If one or more of the events identified in subparagraphs J.1 through J.4 occurs, the City may terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- K. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Appendix A – Scope of Services

1. Scope of Services

The City of Burleson is seeking to secure a qualified contractor to provide Rights of Way and median mowing in accordance with the specifications provided herein.

MOW/TRIM MAINTENANCE SERVICES

Mow/trim Maintenance Services will be accomplished based on tiers outlined in the interactive map that is provided as part of this RFP. **Vendors will have the ability to Tier 2 and Tier 3 West.** The frequency of the service cycles will be bi-weekly service *average* for 28 annual mowing cycles for Tier 2 properties and a monthly service *average* for 9 annual mowing cycles for Tier 3 West properties as routine service standards. The frequency of services may be increased or decreased at the request of the City based upon seasonal demands to comply with service standards. It will be the vendor's responsibility to provide a level of service that is consistent with the expectations of the City that is outlined in the map. Schedules will be approved in advance by the Deputy Director of Parks or their designee. Each property will serve as a bid line in each Tier to include the following services for that property:

[City of Burleson Mowing Contractor Bids Map \(burlesontx.com\)](http://burlesontx.com)

Tier 2 – Mowing within Burleson's City Limits on 14-day average cycles during the growing season.

- Requires finish-cut mowing
- Requires litter/debris removal prior to mowing
- Some sections include bar ditches
- Pruning of epicormic sprouts or "suckers" on trees as encountered

Tier 3 West – Mowing ROW outside the City limits of the Burleson on 28-day average cycles during the growing season.

- May require rough-cut mowers when mowed monthly, depending on season
- Requires litter/debris removal prior to mowing
- Several sections include bar ditches adjacent to fence lines
- Pruning of epicormic sprouts or "suckers" on trees as encountered

Finish-cut Mowing Additions (cost per acre) – for new Tier 2 park land acquired not featured as a current property.

Rough-cut Mowing Additions (cost per acre) – for new Tier 3 park land acquired not featured as a current property.

2. Restriction on Communication

All communications relating to this sealed bid must be directed to the City's contact person named above. All

other communications between a Vendor and City staff and public officials concerning this bid are prohibited. Failure to comply with this requirement may result in the City disqualifying the Vendor's bid.

3. **Requirements Contract**

The Parks & Recreation Director or designee has the authority to cancel maintenance cycles at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. It is assumed that the Contractor shall be notified of any cancellation(s) at such time that a Notice To Proceed is issued for any maintenance cycle.

Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

If new properties that require maintenance are acquired, the City will provide the contractor with at least 30 days' notice to allowing time to augment staffing levels.

4. **Transitional Period**

In the event that a new Contractor(s) is (are) not selected by the City of Burleson, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until new contracts can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

5. **Contractor Selection**

If awarded, the contract shall be based on the City's evaluation criteria of price, equipment, ability to maintain adequate staffing levels, experience/references and compliance with bid requirements. A responsive bidder shall have submitted a complete sealed bid packet within the stated timeline and in accordance with the bid specifications. A responsible bidder shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

6. **Contractor's Responsibility for Work**

- The Contractor shall be responsible for the complete performance of all of the work under the Contract.
- Contractor shall be responsible for furnishing all tools, equipment, labor, supplies and incidentals required to complete the work

7. **Cancellation**

The Contractor shall strictly comply with the provisions of the contract with an adequate number of quality personnel and equipment to perform the work described in these specifications. **Non- performance or non-compliance with the requirements of this specification by the awarded vendor(s) shall be basis for the termination of the contract by the City immediately.**

The Contractor shall be given forty-eight hours following receipt of notification of default in which to remedy the deficiencies. If the deficiencies are not remedied as a result of the notification, the contract shall be terminated.

At the discretion of the City, subsequent notification(s) may be issued upon the occurrence of each default(s) and the contractor shall have forty-eight hours following receipt of the second notification to remedy the deficiencies. If deficiencies are not remedied following the subsequent notification(s) period, the Contractor shall be deemed in default of the contract and the contract shall be terminated.

The City shall not pay for services or supplies that are deemed by the City to be unsatisfactory. Vendors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation.

8. **General Requirements**

General Contractor's Work. The City reserves the right to reject any and all bids.

Each bid shall contain a written operational plan outlining bidders proposed work scheduled to ensure compliance of cycle time. Any proposal without an operational plan will be considered non-responsive.

Bids shall also include a completed "Bidders Questionnaire" which is part of the operational plan as well as an equipment list and past work history to determine whether or not a bidder can adequately perform the necessary work. The City has the right to inspect all equipment dedicated for use on this project prior to award of the bid. During inspection the Contractor must have all equipment which will be dedicated to the Contract on hand or have original receipt of purchase or lease to show ownership. All equipment the bidder is committing to this Contract, if awarded, should be included in the listing. Past experience has shown that it is absolutely essential to have back-up equipment to allow for breakdowns.

It is the spirit and intent of these specifications and plans to secure for the City, and Director, the work described, complete in every respect, and the general conditions there for shall be complied with, whether items are specifically mentioned or not.

9. **Definitions:**

A responsive bidder: is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications.

A responsible bidder: is defined to be one who demonstrates via their responses to the selection criteria his or her ability to successfully deliver the supplies, equipment, or services being procured.

Project Area: Shall refer to geographic area(s) of the City designated to receive specified grounds maintenance services. This area includes medians, rights-of-way and landscape beds. See Maps.

Maintenance Schedule: Shall mean the time periods established for the project including scheduled, routine service visits.

Maintenance Cycle: Shall refer to each time period in the maintenance schedule for the project year. A beginning and ending date, in which all prescribed maintenance activities for each area shall be completed, define each time period.

Director: The term Director shall mean the duly appointed officer of the Department of Parks and Recreation of the City who is empowered by the

Inspector: Shall mean the Deputy Director of Parks or authorized designee, who shall monitor the Contractor's progress within the Project Area he is assigned. The inspector shall have no duty to inspect, but may inspect at his discretion.

Inclement Weather: Shall mean wet or rainy weather when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily. This determination shall be made at the sole discretion of the Deputy Director of Parks or designee.

Trash and Litter: Shall mean any debris within the Project Area such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags, rocks, etc., which is not intended to be present as part of the landscape. The project area includes streets, sidewalks, curbs, catch basins, gutters, hillsides, ditches, etc. *Removal of debris will require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.*

****No visible litter or debris in finished product after mowing****

Trimming: Shall refer to the cutting or removal of all plant material immediately adjacent to Project Area structures, poles, trees, signs, planting beds, etc. Also, includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other concrete surface within the median or rights of way.

****No vegetation taller than existing turf around structures and obstacles ****

Edging: Shall refer to the vertical removal of any and all plant material no lower than 4 inches, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements. Edge cut shall remove vegetation from concrete services.

****Visible separation of turf from concrete and no vegetation overhanging onto concrete surface.**

Chemical edging is not permitted without expressed written consent for Deputy Director or designee. Request of use of such products must be submitted in writing by contractor. If approved all TDA records must be submitted to Deputy Director or designee. All chemical applications must be performed by a licensed TDA applicator.

****Visible separation of turf from concrete and no vegetation overhanging onto concrete surface and no larger than a 6" band around obstacles.**

Scalping: Shall refer to any action resulting in the mowing of any turf area below a three-inch (3") height down to and including the soil.

**** No scalped areas.**

Work Record Summary: Shall mean a written record detailing times and locations of when the contractor and employees were on the job site completing work per contract specifications.

Median: Shall mean the center island of the listed streets from curb line to curb line plus all traffic triangles, where they exist, on sides of the intersections. This includes curb gutter joints where the curb meets the roadway and concrete paved areas from end of grass to the curb.

Rights of Way: Shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes but is not limited to curbs, sidewalks, walkways, drainage ditches, burrow ditches and any other areas owned, dedicated, used or reserved for public use.

Uniforms: Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and employee's name. Uniforms are not to be dirty, stained or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vest to insure their visibility to drivers.

Warning Devices and Barricades: The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near of adjacent to the jobsite. The contractor shall comply with all applicable Federal, State, and Local laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the contractor for such measures.

Subcontracts: Contractor may hire qualified subcontractors to perform functions or work requiring specialized equipment. Contractor is liable for any damages caused by the sub-contractor that they appoint to complete the work. Contractor must notify the Deputy Director of Parks in writing for any work performed by a subcontractor and proof of adequate insurance coverage must be provided.

10. **Work Orders, Assignments and Inspection of Work:**

- Initial Clean-Up: On the first clean-up prior to the first ROW mowing the City will provide free disposal of trash and debris collected. All disposal of trash and debris after that will be charged at the published rates.
- Disposal of Large Item: Contractor shall contact the Deputy Director of Parks for disposal of large item. i.e.; couches, refrigerator, tires washer and dryer. The City will collect the item for disposal.
- Inspectors Duties: The Deputy Director of Parks or designee may make inspections, re-inspections, monitor Contractor activities, ensure the work performed in the assigned project area is done to the quality level prescribed in this Contract and in accordance with prescribed time schedules; however the Deputy Director of Parks or designee has no duty or obligation to make inspections. Upon determination of any violation of the specifications and/or terms of this contract, the Inspector shall record, process, and submit all pertinent information to the Deputy Director of Parks for appropriate action.
- Contact: The Contractor shall notify the Deputy Director of Parks or designee prior to daily mowing operations. This contact is for the purpose of discussing areas to be maintained, Contractor's work schedule for the day, areas to be inspected for approval. Failure to contact the Deputy Director of Parks, or designee, before mowing begins may constitute a breach of Contract.
- Scheduling: Once routine service schedules are approved by the City, contractor will submit monthly schedules at least one week prior to the beginning of the service month. Any request by contractor to deviate from schedule due to weather or related concerns should be submitted to the Deputy Director of Parks or designee no later than the beginning of the scheduled work day. If approved, a proposed rescheduled date will be provided by the contractor for City approval. A summary of completed services will be provided to the Deputy Director in writing no later than the morning of the following business day.
- Time to Complete Work: Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all project areas assigned to them in the time allotted (maintenance cycle) for each project area. Work started within a project area should be completed in consecutive days.
- Verification of work: Contractor will email a service log to the Deputy Director of Parks or designee for each service day **before noon on the following calendar day** outlining services rendered by the property.
- Inclement weather may result in the cancellation or delay of a mowing cycle. Deputy Director of Parks will be responsible for cancellation of cycles.
- Failure to Maintain Maintenance Schedule: Failure on the part of the Contractor to maintain the required production rate for a project area shall be sufficient reason for the Deputy Director of Parks to have the work in question or portions thereof completed by others if the Contractor shall not cure the default within forty-eight (48) hours of written notice of the default. If others complete work, any additional cost caused by a higher bid price will be deducted from the original contractor's next payment, if any. Failure to maintain the mowing schedule shall be determined in the following manner:

- All project areas shall be maintained according to the maintenance schedule assigned. Final assessment of each area may be made by the Inspector on the morning following the end of each mowing cycle. If the Contractor fails to meet the Contract specifications within the time limits of the schedule, then that portion of the work may be removed from his responsibility and may be reassigned to another contractor.
- Contractor shall correct any deficiencies in work within 48 hours of written or verbal notification. In the event the Contractor fails to correct the default to the satisfaction of the City within the specified time, or such greater time as the City may permit, the City shall exercise all rights, including the right to terminate the Contract in whole or part. The Contractor shall pay all costs and attorney's fees incurred by the City in the enforcement of any provision herein or within this document.
- Assessment of Damage to Trees During Grounds Maintenance Operations: Trees in the Contract area may be checked by the assigned Inspector before work begins, and random checks may be carried out during the Contract period at the option of Parks and Recreation.
- The Contractor should inspect, upon Contract award, all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the Deputy Director of Parks.
- Protection of Existing Sites, Structures and Utilities: Where performance of maintenance activities endangers adjacent sites, structures and utilities, the Contractor shall at his own expense carefully protect all such sites, structures and utilities so that there will be no loss or utilities service damage. In case of damage to existing sites, structures or utilities, the Contractor shall restore the site, structure or utility to its original condition and position without compensation from the City.

11. **Mowing and Trimming**

Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf areas. All mowing equipment shall be of rotary type mowers (Toro Groundsmaster, Jacobsen Turf Cat, brush hog/bat wing or equal) equipped with sharp blades so as not to tear, but cleanly cut the blades of grass. All grass shall be cut at a height of 3-4". Fence lines, cyclone, barbwire or any wire shall be mowed within 4" and trimmed with a string trimmer on remaining 4". All brick or cinder block walls shall be trimmed up the structure.

All mowing must be completely mowed to the next natural barrier (i.e. street, intersection, dead end, etc.) within 24 hours of start of mowing of said area.

**** Zero visible litter and debris on finished mowing areas.**

12. **Work Crew**

Each work crew shall have a designated person on the work site with the authority to respond to inquiries about work details or priorities.

The Contractor will assign only qualified, trained, competent and reliable personnel to perform the services. The City shall have the right to request the immediate removal from its premises of any employee of the Contractor or of the Contractor's subcontractors.

13. **Safety of Work Crew**

Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) in order to ensure both employee and public safety. Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action.

The Contractor shall be responsible for furnishing all signs and traffic controls in accordance with

the Texas Manual on Uniform Traffic Control Devices, and make adjustments as required by Inspector.

All signs must be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signing.

****Proper warning devices and clothing due to high visibility of employees who work on roadways.**

14. Identification

All Contractor vehicles under the performance of this Contract that are licensed for travel on public roads shall have the name of the Contractor neatly exhibited on each side of the vehicle. Vehicles shall park in areas that do not create potential hazardous traffic situations.

15. Communication

Contractor shall provide communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, pagers, cellular phones, telephone answering devices, fax machine etc. The Contractor or his designate shall respond to communication requests from the Deputy Director of Parks or designee, within four (4) hours during the normal working hours of 7:30 a.m. to 5:00 p.m.

****Four-hour turnaround time for information between City and Contractor****

16. Prohibition/Non-Storm Water Discharges

No person shall introduce or cause to be introduced into the municipal separate storm sewer system (MS4) any discharge that is not composed entirely of storm water.

No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4:

Any used motor oil, antifreeze, or any other motor vehicle fluid;

Any garbage, rubbish, yard waste, or other floatable material;

Any wastewater from any vehicle washing;

Any wastewater from the wash-down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance, or that is at a temperature that has been elevated by induced heating; or any wastewater from the wash-down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;

Any ready-mixed concrete, mortar, or asphalt base material or hydro mulch material, or any wastewater or substance from the cleaning of any vehicle or equipment containing, or used in transporting or applying, such material;

Any substance or material that will damage, block, or clog the MS4;

No person shall use or cause to be used any pesticide or herbicide contrary to any directions for use on any labeling required by state or federal statute or regulation.

No person shall use or cause to be used any pesticide, herbicide, or fertilizer in any manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide, herbicide, or fertilizer to enter the MS4 or waters of the United States.

No person shall dispose of, discard, store, or transport a pesticide, herbicide, or fertilizer, or a pesticide, herbicide, or fertilizer container, in a manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide, herbicide, or fertilizer to enter the MS4 or waters of the United States.

No person shall apply used oil to a road or land for dust suppression, weed abatement, or other similar use that introduces used oil into the environment.

Burleson Code of Ordinances Chapter 82. Article IV. Stormwater Pollution Control

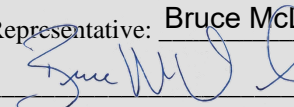
For more information or inquiry's regarding Environmental Services please call 311.

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix B (Pages B-1 through B-3) must be included in the proposal submittal
- _____ Appendix C (Pages C1-C2) exceptions must be included in the proposal submittal
- _____ Organizational Chart
- _____ Equipment List
- _____ House Bill 89 Verification Form (public files in Bonfire)
- _____ Form 1295 Certificate of Interested Party (Public files in Bonfire)
- _____ W9 (Public files in Bonfire)

All proposals submitted to the City of Burleson shall include this page with the submitted Proposal.

| | | | |
|--|---|--------------------|--|
| RFP Number: | 2023-018 | | |
| Project Title: | Tier 2 & Tier 3 West Mowing Services | | |
| Submittal Deadline: | Friday, July 20, 2023 at 3:00 PM (CST) | | |
| Submit Electronically* to: https://burlesontx.bonfirehub.com/login * Requires email account login and password. | | | |
| <u>Proposer Information:</u> | | | |
| Proposer's Legal Name: | Yellowstone Landscape - Central | | |
| Address: | 8360 Old Denton Rd | | |
| City, State & Zip | Fort Worth, Texas 76244 | | |
| Federal Employers Identification Number # | 76-0340243 | | |
| Phone Number: | 469-682-0986 | Fax Number: | |
| E-Mail Address: | bmcdonald@yellowstonelandscape.com | | |
| <u>Proposer Authorization</u> | | | |
| I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer. | | | |
| Printed Name and Position of Authorized Representative: <u>Bruce McDonald</u> | | | |
| Signature of Authorized Representative: <u></u> | | | |
| Signed this <u>18</u> (day) of <u>July</u> (month), <u>2023</u> (year) | | | |

I learned of this Request for Proposals by the following means:

☐ Newspaper Advertisement

☒ Bonfire

☐ Other

Appendix B – Proposal (continued)

1. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

A. Experience and Services:

Each bidder is responsible for submitting all relevant, factual and correct information with their bid. The below listed criteria will be assessed by the vendors submitted data. If additional sheets are attached to the bid specification, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

Contractor must submit with their bid, a list of equipment to be used for this contract. The list of equipment should include year, model, make, and number of hours on all equipment to be used. Equipment can be subject to inspection by the City representative. Contractor may use attached form.

- Contractor shall have in his or her employment at the time of the bid the minimum number of employees to successfully execute the bid as specified.
- Contractor must be able to demonstrate the ability to maintain adequate staffing levels for contract compliance by providing an organizational chart.
- Contractor shall be capable of securing the specified insurance in the amount of the contract within fifteen (15) working days after the formal acceptance of the proposal.

B. Cost:

The cost breakdown for each property should be organized in the provided excel spreadsheet by property defined in the Scope of Services in Appendix A to include the estimated hours necessary to complete each task.

C. References:

Contractor shall provide a minimum of 3 current references with the bid. References shall be from clients the contractor has served in a similar capacity within the last 24 months.

- i. Name of the reference, organization, phone number and email.

2. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: 76-0340243.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: #_____-_____-_____.

3. Emergency Business Services Contact Notice

- A. During a natural disaster, or homeland security event, there may be a need for the City of Burleson to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

City of Burleson
Tier 2 and Tier 3 West Mowing

- B. For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.
- C. All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.
- D. The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Yellowstone Landscape - Central

Contract #: 2023-18

Description: Tier 2 and Tier 3 West Mowing

Primary Contact (Name): Jermey Foster

Primary Contact Phone Numbers: Home: _____ Cell: 817-819-3052

Secondary Contact (Name): Bruce McDonald

Secondary Contact Phone Numbers: Home: _____ Cell: 469-682-0986

After Hours emergency opening fee, if applicable: \$ 125.00 per man hour

- E. Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase
purchase**

☐ **No, Only the City can**

Appendix C – Standard Terms & Conditions

1. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

A. Delivery of Products and/or Services

- i. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- ii. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- iii. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- iv. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

B. Miscellaneous

- i. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- ii. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- iii. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer'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.
- iv. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

City of Burleson
Tier 2 and Tier 3 West Mowing

- v. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- vi. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- vii. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- viii. Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

☒ **Yes, we agree**

☐ **No, we do not agree**

☐ **N/A**

- ix. Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

☒ **Yes, we agree**

☐ **No, we do not agree**

2. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. Indemnification: **Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.**
- C. Term of Contract and Option to Extend
 - i. Any contract resulting from this RFP shall be effective **until November of 2026**. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City.