

CITY OF ROUND ROCK
INVITATION FOR BID
GROUND MAINTENANCE SERVICES
PART I
GENERAL

1. **PURPOSE:** The City seeks to establish a multiple year contract with a qualified person, firm or corporation, herein after "Respondent", to provide full, turnkey services inclusive of necessary equipment and labor to maintain grounds on various City park properties, herein after "Services". Vendor shall provide Services to include, but not be limited to, mowing, edging and trimming, raking, removing and disposing of litter as needed within the specified time period(s). City park properties shall be clearly identified within this solicitation and herein referred to as "Project Areas". Project Areas are identified in **ATTACHMENT D1 - D21**.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/home/index.asp?page=463>.
3. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463>.
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Joy Baggett
Purchasing Department
City of Round Rock
Telephone: 512-218-6682
jbaggett@round-rock.tx.us

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Division.

5. **QUALIFICATIONS:** The opening of a response shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:
 - 5.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 5.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 5.3. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

- 5.4. Respondent shall possess ground maintenance experience, which includes manicured grass maintenance, shrub and bed maintenance, and maintenance of trees.
- 5.5. Provide the name, address, telephone number and **E-MAIL** of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar services of size and scope in the past (two) 2 years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **NOTE: REFERENCE FORM (ATTACHMENT A) PROVIDED. E-MAIL ADDRESSES ARE REQUIRED.**
6. **BEST VALUE EVALUATION AND CRITERIA:** All responses received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - 6.1. Purchase price;
 - 6.2. Reputation of Respondent and of Respondent's goods or services;
 - 6.3. Quality of the Respondent's goods or services;
 - 6.4. The extent to which the goods or services meet the City's needs;
 - 6.5. Respondent's past relationship with the City;
 - 6.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 6.7. Any relevant criteria specifically listed in the solicitation.
7. **AGREEMENT TERM:** It is the City's intent to structure the agreement as follows:
 - 7.1. The initial term of the resulting agreement shall be five (5) consecutive twelve (12) month periods of time from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing.
 - 7.2. The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and terminate all or part of the agreement, with or without cause or continue the agreement through the next period.
 - 7.3. The City reserves the right to review the following at the end of each twelve-month renewal:
 - 7.3.1. Vendor performance
 - 7.3.2. Price
 - 7.3.3. Continuing need
 - 7.3.4. Advancement in technologies and or service
 - 7.4. If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
8. **PRICE ADJUSTMENTS:** The City may consider price adjustments to the Cost Per Acre based on the US Bureau of Labor Statistics Landscaping and Groundskeeping Workers Occupational Employment and Wages Index <http://www.bls.gov/oes/current/oes373011.htm>. Any price increase shall be requested by successful Respondent in writing and accompanied with the appropriate index documentation to justify the change at least thirty (30) days prior to requested effective date. All price increases are subject to City approval before they become effective. City shall notify successful Respondent of intent to decrease price with appropriate index documentation and a letter stating same.
 - 8.1. Price increase cannot exceed 5% per year for a total of 25% of the total cost over the term of the agreement.

- 8.2. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the Agreement within 30 days of the request, negotiate with the vendor or terminate the Agreement if an agreement cannot be reached on the value of the increase.
- 8.3. The Index price on the **SOLICITATION ISSUE DATE** shall apply and serve as the benchmark for future price adjustments.
9. **AWARD:** The City reserves the right to accept or reject all or part of a response, waive minor technicalities and award the response to best serve the interests of the City. Split awards or non-award may be made at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463>.
10. **ACCEPTANCE:** Inspection and acceptance of Services should not take more than five (5) working days from completion of said Services. The vendor will be notified within this time frame if the Services are in full compliance with the specifications. If the agreement is canceled for non-acceptance, the Services may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
11. **ORDER QUANTITY:** The quantities shown on the Solicitation form are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the quantity of goods and or services needed to satisfy operating requirements, which may be more or less than indicated.
12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
13. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
14. **CANCELLATION:** The City reserves the right to cancel the Agreement without penalty by providing 30 days prior written notice to the Vendor. Vendor shall provide the City with 120 days written notice prior to cancellation of the Agreement and shall continue services for a period of time not to

exceed 120 days after written notification. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This Agreement is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

15. **DAMAGE:** The successful Respondent shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
16. **ENVIRONMENT:** It is the intent of the City to purchase goods and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

- | | |
|--|--------------------------|
| 1.1. Solicitation released | October 28, 2011 |
| 1.2. Pre-Solicitation Meeting & Site Visit (Non-Mandatory) | November 8, 2011 |
| 9:30 AM | |
| McConico Building Parks and Recreation Department | |
| Community Room, 1st Floor | |
| 301 West Bagdad Avenue | |
| Round Rock, Texas 78664 | |
| 1.3. Deadline for questions | November 11, 2011 |
| 1.4. City responses to all questions or addendums | November 16, 2011 |
| 1.5. Responses for solicitation due by 3:00 PM | November 22, 2011 |

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.roundrocktexas.gov/home/index.asp?page=463>. Questions shall be submitted to the City contact named in PART I, Paragraph 4.

The City reserves the right to modify these dates. Notice of date change will be posted to the City website.

2. **PRE-SOLICITATION MEETING AND SITE VISITS:** The City will conduct a pre-solicitation meeting for all interested Respondents to ask questions they may have concerning the solicitation.
 - 2.1. Meeting date, time and location:
November 8, 2011 at 9:30 AM
McConico Building Parks and Recreation Department
Community Room, 1st Floor
301 West Bagdad Avenue
Round Rock, Texas 78664

- 2.2. The City strongly recommends attendance at the pre-solicitation meeting, however, the meeting is **voluntary**. Respondents shall sign-in at the meeting to document their attendance.
- 2.3. Respondents are required to provide their own transportation to the meeting.
- 2.4. Additionally, it is the responsibility of the Respondent to inspect each Project Area in their own time to familiarize themselves with the conditions, difficulties and restrictions of each.
 - 2.4.1. Respondents are responsible for evaluating the quantities and amounts of required supplies, taking precise measurements, determining material requirements and any other related details during said inspection.
 - 2.4.2. The act of submitting a response shall be considered acknowledgement by the Respondent that they have inspected the Project Areas, taken field measurements and are familiar with the conditions and requirements affecting the work.
 - 2.4.3. Failure to do so will not relieve the successful Respondent of the obligation to furnish all materials and labor necessary to carry out the provisions contained herein.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

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

 - 3.1. Responses received after this time and date shall not be considered.
 - 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.
 - 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 3.4. Late responses will be returned to Respondent unopened if return address is provided.
4. **RESPONSE REQUIREMENTS:** Respondent shall submit one (1) executed (signed) original and three (3) copies of each response. Completed documentation shall include, at a minimum:
 - 4.1. Itemized and signed solicitation document. **Failure to itemize solicitation may result in disqualification.**
 - 4.2. **ATTACHMENT A:** Reference sheet that shall include the name, address, active telephone number and **valid E-mail** of at least three (3) firms applicable to Municipal and Government projects that have utilized similar services in the last two (2) years.
 - 4.3. **ATTACHMENT B:** List of three (3) currently maintained sites to include the site address, client name, address, active telephone number and **valid e-mail**. Sites shall be in the immediate region, meaning within 5 linear miles of 78664. The City may visit these sites and speak to these clients prior to making a selection.
 - 4.4. **ATTACHMENT C:** Provide completed Respondent Questionnaire and Equipment List herein attached and made a part of this solicitation.
 - 4.5. Photos of front, back and sides of intended Service truck(s).
 - 4.6. Identification of subcontractors that will be involved in the performance of the Services.
5. **POST AWARD MEETING:** The City and Respondent shall conduct a post award meeting to discuss, but not be limited to the following:
 - 5.1. City contact(s) information for implementation of agreement.

5.2. Agreement terms and conditions.

PART III
SPECIFICATIONS

1. **SCOPE OF WORK:** Services shall be inclusive of necessary equipment and labor to maintain grounds on various Project Areas. Services shall include, but not be limited to mowing, edging and trimming, raking, removing and disposing of litter as needed within the specified time period(s) with the goal of maintaining and establishing a good appearance to Project Areas that discourages dumping and other undesirable activities. A listing of the Project Areas to be maintained and the corresponding maps are herein as **ATTACHMENT D1 – D 21** and made a part of this solicitation.
2. **SERVICE REQUIREMENTS:** The successful Respondent shall:
 - 2.1. Obtain and provide all supervision, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the work as required by the specification.
 - 2.2. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
 - 2.3. Have an on-site supervisor at the site any time work is performed.
 - 2.4. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidentals damaged shall be repaired or replaced by the successful Respondent to the satisfaction of the City.
 - 2.5. Work shall be performed on a schedule defined by the City to the specifications defined herein.
 - 2.6. All work shall be performed in a professional workmanlike manner.
 - 2.7. All supporting documentation specified herein shall be submitted with invoice prior to the City processing payment.
3. **CITY RESPONSIBILITY:** City will:
 - 3.1. Appoint a City designated representative.
 - 3.2. Monitor and inspect the ground maintenance at designated sites.
 - 3.3. Coordinate all work and scheduling with the successful Respondent.
4. **EQUIPMENT:** Prior to start of Services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period.
 - 4.1. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all proposals.
 - 4.2. Recommended minimum equipment for one (1) Project Area is:
 - 4.2.1. Two (2) out-front rotary mowers
 - 4.2.2. Two (2) gas powered blowers
 - 4.2.3. Four (4) gas powered string trimmers
 - 4.2.4. Two (2) gas powered edgers
 - 4.2.5. One (1) trailer to transport mowers and equipment

- 4.3. All medians shall be mowed with an out-front type mower. No tractors, brush hogs, 580-D or similar type equipment shall be used on this project.
- 4.4. All mowers shall be equipped with either safety chains or the manufacturer's safety device to prevent mower thrown objects.
- 4.5. Chain shall be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear.
- 4.6. Maximum cutting widths for rigid frame rotary mowers shall be 108 inches.
- 4.7. Hinged, batwing and brush hog drag mowers shall only be used with written approval from the City.
- 4.8. All mowing equipment must be equipped with turf-type tires. Cleated or ribbed tractor tires shall be prohibited.
- 4.9. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.
5. **SCHEDULING:** Upon issuance of a Work Authorization, successful Respondent shall begin work and proceed with all reasonable dispatch to completion maintaining the established Production Rate Goal. The successful Respondent will be required to maintain all Project Areas assigned in the time allotted for each. Work started within a Project Area shall be completed in consecutive days per the schedule in the Work Authorization.
 - 5.1. It is anticipated that the mowing season will run eight months per calendar year and will begin March 1st and end by November 30th.
 - 5.2. Maintenance Cycles specified herein shall mean the time period between Services. Maintenance Cycle shall be identified with a beginning and ending date, in which all prescribed maintenance activities for each Project Area shall be completed. **A typical maintenance cycles for Project Area shall range from is 14 calendar days with in the mowing season.**
 - 5.3. The Daily Production Rate Goal shall refer to the average acreage the City seeks to maintain per day. The Production Rate Goal shall be calculated in the following manner:
PROJECT AREA ACREAGE ÷ NUMBER OF DAYS IN CYCLE = PRODUCTION RATE GOAL
 - 5.4. Failure on the part of the successful Respondent to maintain the established Production Rate Goal as set forth within the Work Authorization shall be sufficient reason for the City to have the work in question or portions thereof completed by others if the Successful Respondent does not cure the default within forty-eight (48) hours of written notice of the default. If others complete the work, any additional cost caused by a higher bid price will be deducted from the original successful Respondent's next payment, if any.
 - 5.5. The City reserves the right to modify the Maintenance Cycles and Project Areas at any time pursuant to the specifications contained herein. This determination will be made by the City and communicated to the successful Respondent in writing via e-mail or fax. Modification can include cancelling a Maintenance Cycle or Project Area.
 - 5.6. Cancellations of a Work Authorization may be based upon need or inclement weather conditions or other mitigating circumstance to be determined by the City. This determination will be made by the City and communicated to the successful Respondent in writing via e-mail or fax.
6. **GROUNDS MAINTENANCE:** Upon receipt of Work Authorization, all Project Areas shall be maintained as follows:
 - 6.1. Trimming shall mean the cutting or removal of all plant material immediately adjacent to or under Project Area structures, poles, trees, signs, and fences. All structures, trees, poles, signs, fences and shrub beds shall be trimmed flush with the object.

- 6.1.1. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees.
- 6.1.2. All trimming shall be accomplished maintaining the required 3-4 inch cutting height.
- 6.1.3. All trimming shall be accomplished concurrently with mowing operations.
- 6.1.4. Trimming shall also include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other pavement surface within park property, media or rights of way.
- 6.1.5. Trimming shall leave no vegetation overhanging onto concrete; and shall result in a six (6) inch bank around obstacles.
- 6.1.6. Chemical Trimming shall refer to the use of herbicide as an alternative to the physical removal or cutting of plant material from areas to be trimmed.
 - 6.1.6.1. Band of chemical application shall not exceed six (6) inches from target structure of chemical treatment.
 - 6.1.6.2. Written approval of herbicide use shall be obtained from the City prior to application.
 - 6.1.6.3. Chemical application shall be in compliance with label directions and the Texas Structural Pest Control Board (SPCB) and Texas Department of Agriculture (TDA) rules and regulations.
 - 6.1.6.4. Treated weeds that are left after kill by chemical application shall be removed from area.
- 6.2. Edging shall mean the vertical removal of any and all plant material which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements.
 - 6.2.1. Edging cut shall remove vegetation from pavement services and result in a visible separation of turf from pavement.
 - 6.2.2. Sidewalks, curbs, and steps shall be mechanically edged to a one (1") inch depth and 1/4 inch width where they exist exposing the pavement surface.
 - 6.2.3. The initial edging shall be completed by the end of first cycle.
 - 6.2.4. All edges shall be maintained through the duration of contract.
 - 6.2.5. Edging and maintenance of edges shall use a vertical cut approach.
 - 6.2.6. All material dislodged by edging shall be removed from site.
 - 6.2.7. Sidewalks shall be edged on both sides.
 - 6.2.8. Chemical Edging shall refer to the use of herbicide as an alternative to the physical removal or cutting of plant material from areas to be edged.
 - 6.2.8.1. Written approval of herbicide use shall be obtained from the City prior to application.
 - 6.2.8.2. Chemical application shall be in compliance with label directions and the Texas Structural Pest Control Board (SPCB) and Texas Department of Agriculture (TDA) rules and regulations
 - 6.2.8.3. Chemical treatments shall be growth regulators, however, herbicides can be used in nose cones and pavement areas only.
- 6.3. Mulch Areas or Tree Rings shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed and a protective covering of organic substances is placed to prevent evaporation of moisture, control weed growth, and for aesthetic reasons.

- 6.3.1. Successful Respondent shall maintain these areas to remain free from plant and weed growth.

7. **MOWING:**

- 7.1. Upon receipt of Work Authorization, all grass shall be cut at a height of 3-4 inches.
- 7.2. Project Areas shall be completely mowed to the boundaries identified on the attachments and be field verified by City staff at the initial commencement of Services within 24 hours of start of mowing of said area.
- 7.3. No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below a three-inch (3") height down to and including the soil.
- 7.4. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking lots, sidewalks, driveways, or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- 7.5. Successful Respondent shall use extreme care when mowing against fences, property lines, and other obstacles. Damage sustained to a homeowner's property as a result of Services shall be the responsibility of the successful Respondent. Where there is a fence line, the successful Respondent shall mow and trim to fence line. All ditches shall be maintained. Slopes and bottoms of ditches shall be trimmed or mowed at a height of 3"- 4". If an area is maintained by a homeowner, the successful Respondent shall not mow that area.
- 7.6. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

8. **REMOVAL OF GRASS CLIPPINGS:** Removal of cut grass from the Project Areas where growth occurred shall **not** be required unless grass is clumped. However, cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the work site.

9. **TRASH, LITTER AND DEBRIS REMOVAL:** Shall mean **any** rubbish within the Project Area such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags and rocks, which is not intended to be present as part of the landscape. For this function, Project Areas shall include **streets, sidewalks, curbs, catch basins, gutters, hillsides and ditches**. For items larger than 4", successful Respondent shall contact the City's designee to make City aware and coordinate removal.

- 9.1. Removal of debris shall require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.
- 9.2. Successful Respondent shall remove all trash and litter from the Project Areas prior to initiating any mowing of the turf areas.
- 9.3. All trash and litter removed shall be disposed of by successful Respondent legally at an off-site location.
- 9.4. No litter or debris shall be visible in finished Project Area after services are performed.

10. **FERTILIZERS:** No fertilizers are required within this scope of work.

11. **DAMAGE:** Damage caused to City or private property as a result of performance of Services shall be remedied at the expense of the successful Respondent.

- 11.1. The successful Respondent shall inspect all trees, adjacent properties, structures and utilities for existing damages prior to conducting any work activity in the assigned Project Areas. Observed tree damage or damage to properties, structures and utilities shall be documented to the City prior to beginning any Services. Project Areas may be checked for damage by the City prior to commencement of Services, and randomly during the Agreement term at the

option of the City. Repair or replacement of trees, properties, structures and utilities shall be at the expense of the successful Respondent.

- 11.2. Successful Respondent shall, at his own expense, carefully protect all trees, properties, structures and utilities within Project Areas so that there shall be no damage or utilities service loss.
12. **WORK CREW:** Only qualified, trained, competent and reliable personnel shall perform Services.
 - 12.1. The City shall have the right to request the immediate removal from its premises of any crew member or subcontractor crew member if they are not in compliance with this specification.
 - 12.2. Each work crew shall have a designated Supervisor attending the work site with the authority to direct Service and respond to crew inquiries about Service details or priorities
13. **SAFETY OF WORK CREW:** Due to the high visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:
 - 13.1. Successful respondent's crew shall wear and display proper warning devices (safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt), shorts while trimming or edging, and absence of, or proper use of safety clothing and devices.
 - 13.2. The successful respondent shall be responsible for furnishing all signs and traffic controls as required by law, and make adjustments as required by City.
 - 13.3. All signs shall 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 shall not obstruct the traveling public view of the normal roadway signing.
14. **VEHICLE IDENTIFICATION AND PARKING:** Successful respondent vehicles shall be licensed for travel on public roads, and shall have the name of the successful Respondent clearly displayed on each side of the vehicle.
 - 14.1. Vehicles shall park in areas that do not create potentially hazardous traffic situations.
15. **COMMUNICATION:** The successful Respondent shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, pagers, cellular phones, telephone answering devices, and fax machine.
 - 15.1. The successful Respondent shall respond to communication requests from the City within two (2) hours during the normal working hours of 7:30 a.m. to 5:00 p.m.
 - 15.2. The successful Respondent shall make contact with the City, at a time mutually agreed upon by the City and the successful Respondent. This contact is for the purpose of discussing areas to be maintained, Successful Respondent's work schedule for the day, areas to be inspected for approval, and Work Authorizations that need to be signed. **Failure to contact the City's authorized designee, or designee, per the agreed upon schedule may constitute a breach of Contract and termination of Agreement.**
16. **LIQUIDATED DAMAGES:** Failure of the successful Respondent to perform as specified herein may result in a \$250 assessment per incident per day to be applied and may also result in the termination of the agreement by the City.
17. **WORK AUTHORIZATION, INSPECTION OF WORK AND WORK RECORD SUMMARY:**
 - 17.1. A Work Authorization shall be issued from the City as notification to begin Services in a designated Project Area. The Work Authorization shall;

- 17.1.1. Be issued before work is to begin in the specified Project Area and shall follow the schedule of maintenance cycles as closely as possible.
 - 17.1.2. Consist of a written list of Project Area's designated for Services.
 - 17.1.3. Be considered complete when all work has been inspected and approved by the City and has been signed by the City. Such information shall consist of grounds maintenance locations, acreage/mileage actually maintained, and the acceptability of the maintenance activities performed, date of completion.
 - 17.1.4. It shall be mandatory that all Work Authorizations be completed after the end of each cycle, before another Work Authorization may be issued. Failure to obtain Work Authorization prior to beginning Services for the next cycle may be considered a breach of contract by and grounds for termination of Agreement by the City.
- 17.2. The City shall make inspections or re-inspections to ensure the Services performed are completed per specification and in accordance with prescribed time schedules. Written approval of inspection shall accompany the completed Work Authorization and is required for payment. Upon determination of any violation of the specifications and/or terms of the agreement, the City shall proceed with appropriate action.
- 17.3. Work Record Summary shall mean a written record detailing the times and locations of when the successful Respondent and employees were on the job site performing Services. A Work Record Summary shall accompany all Invoices and Work Authorizations detailing dates, times, and locations of when work was completed per Contract specifications. Invoices without the supporting Work Authorization and Work Record Summary shall not be approved for payment.

**INVITATION FOR BID (IFB)
CITY OF ROUND ROCK PURCHASING DEPARTMENT
221 E. Main Street
Round Rock, Texas 78664-5299**

Responses are due to the Purchasing Department
at the above address by 3:00 PM, November 22, 2011.

Show solicitation opening date & solicitation number in lower left
hand corner of sealed response envelope with return address of
responding firm.

Facsimile responses shall not be accepted

INVOICE TO:
CITY OF ROUND ROCK
ACCOUNTS PAYABLE
221 EAST MAIN STREET
ROUND ROCK, TEXAS 78664-5299

Respond F.O.B. Destination, Freight prepaid and allowed unless
otherwise specified below

DESTINATION:
CITY OF ROUND ROCK
VARIOUS LOCATIONS

Solicitation Information:
Ground Maintenance Services
Solicitation Number 12-001
Opening Date: 11/22/2011
Opening Time: 3:00 PM
Response Location:
221 E. Main Street
Purchasing Department
Round Rock, TX 78664

Return signed one (1) original and three (3) copies of response.

Respondent shall sign below
Failure to sign response will disqualify response

Authorized Signature

Date

Print Name

RESPONDENT INFORMATION

TAX ID NO.:

LEGAL BUSINESS NAME:

ADDRESS:

CONTACT:

TELEPHONE NO:

BUSINESS ENTITY TYPE:

E-MAIL:

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

Respondent agrees to comply with all conditions set forth in this solicitation.

**ITEMIZED
BID SHEET
FOLLOWS**

SOLICITATION INSTRUCTIONS
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF SOLICITATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. SOLICITATION REQUIREMENTS:

- 1.1 Responding requires pricing per unit shown and extensions. If trade discount is shown on solicitation, it should be deducted and net line extensions shown. Respondents guarantees product offered will meet or exceed specifications identified in this Invitation For Bid (IFB).
- 1.2 Solicitations shall be submitted on Solicitation Sheet. Each response shall be placed in a separate envelope completely and properly identified. Responses must be in the Purchasing Department before the hour and date specified on the solicitation.
- 1.3 Late responses properly identified will be returned to respondent unopened. Late responses will not be considered.
- 1.4 Respond F.O.B. destination, freight, prepaid, & allowed unless otherwise specified on the solicitation. If otherwise, show exact cost to deliver.
- 1.5 Response shall show unit price on quantity and unit of measure specified, extension and show total. In case of errors in extension, unit prices shall govern. Responses subject to unlimited price increase will not be considered.
- 1.6 Submitted prices shall be firm for acceptance 30 days from solicitation opening date. "Discount from List" responses are not acceptance unless requested. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- 1.7 Responses shall give Tax Identification Number, full name and address of respondent. Failure to sign will disqualify response. Person signing response shall show title and authority to bind signatories firm in an agreement. Firm name should appear on each page in the block provided in the upper right corner. Business Entity shall be one (1) of the following: Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Governmental. Non-profit, all others shall be specified. **INDIVIDUAL:** List name and number as shown on Social Security Card. **SOLE PROPRIETORSHIP:** List legal name followed by legal business name and Social Security Number. **ALL OTHERS:** List legal name of entity and Tax Identification Number (TIN).
- 1.8 Responses cannot be altered or amended after opening time. Any Alterations made before opening time shall be initiated by respondent or an authorized agent. No response can be withdrawn after opening time without approval of the CITY based on a written acceptable reason.
- 1.9 The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in response.
- 1.10 The City reserves the right to accept or reject all or any part of response, waive minor technicalities and award the response to best serve the interests of the City. Split awards may be made at the sole discretion of the City.
- 1.11 Consistent and continued tie responses could cause rejection of responses by the City and/or investigation for antitrust violations.
- 1.12 Telephone, facsimile, and electronically transmitted responses are not acceptable in response to the solicitation.
- 1.13 **CAUTION:** Solicitation invitation allows sufficient time for receipt of the preferred mail response. The City shall not be responsible for responses received late, illegible, incomplete, or otherwise non-responsive.

2. SPECIFICATION:

- 2.1 Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised under the provisions of Section 252.022 of the Texas Local Government Code. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered are requested to be made a part of the response. If respondent takes no exceptions to specifications or reference data in response, respondent will be required to furnish brand names, numbers, etc., as specified in the solicitation.
- 2.2 All items on the solicitation shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the solicitation. Verbal agreements to the contrary will not be recognized.
- 2.3 Samples, when requested, must be furnished free of expense to the City. If not destroyed in examination, they will be returned to the respondent, on request, at respondent expense. Each example should be marked with respondents' name and address, City solicitation number and code. Do not enclose in or attach to response.
- 2.4 The City will not be bound by any oral statement or representation contrary to the written specifications of the solicitation.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

3. TIE RESPONSES: In case of tie responses, the award will be made in accordance with Section 271.901 of the Texas Local Government Code.

4. DELIVERY:

- 4.1 Response shall show number of days required to place material in City's designated location under normal conditions. Failure to state deliver time obligates respondent to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Vendor list. (See 4.2 following.)
- 4.2 If delay is foreseen, Vendor shall give written notice to the City. The City has the right to extend delivery date if reasons appear valid. Vendor shall keep the City advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
- 4.3 No substitutions or cancellations permitted without written approval of the City.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the City, unless otherwise specified in the solicitation.

5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the City to the extent practicable at all times and places. Authorized City personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests may be performed on samples submitted with the response or on samples taken from regular shipments. If the products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods, which have been delivered and rejected in whole or in part, may, at the City's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.

6. AWARD OF AGREEMENT: A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the solicitation. Responses do not become agreements or purchase orders unless and until they are accepted by the City through its designates and an agreement or a purchase order is issued. The agreement or purchase order shall be governed, construed, and interpreted under the Charter of the City and the laws of State of Texas. All agreements or purchase orders are subject to the approval of the City Council or Manager.

7. PAYMENT: Vendor shall submit three (3) copies of an invoice showing the agreement or purchase order number on all copies.

8. PATENTS AND COPYRIGHTS: The Respondent agrees to protect the City from claims involving infringements of patents or copyrights.

9. RESPONDENT ASSIGNMENTS: Respondent hereby assigns to the purchaser any and all claims for overcharges associated with this agreement, which arise under the antitrust laws of the State of Texas. TX, Bus. And Comm. Code Ann. Sec. 15.01, et seq. (1967).

10. RESPONDENT AFFIRMATION:

- 10.1 Signing the response with a false statement is a material breach of agreement and shall void the submitted response or any resulting agreements, and the Respondent shall be removed from all Vendor lists. By signature hereon affixed, the respondent hereby certifies that:
- 10.2 The respondent has not given, offered to give, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted response.
- 10.3 The respondent is not currently delinquent in the payment of any debt owed the City.
- 10.4 Neither the respondent nor the firm, corporation, partnership, or any entity represented by the respondent, or anyone acting for such firm, corporation, or entity has violated the antitrust laws of this State codified in Section 15.01 et. Seq. Texas Business and Commercial Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the response made to any competitor, or any other person engaged in such line of business.
- 10.5 The respondent has not received compensation for participation in the preparation of the specification for the solicitation.

11. NOTE TO RESPONDENTS: Any terms and conditions attached to response will not be considered unless the respondent specifically references them on the front of the response form. **WARNING:** Such terms and conditions may result in disqualification of the response (e.g. responses with the laws of a state other than Texas requirements for prepayment, Limitations on remedies, etc.) The City of Round Rock can only accept responses which contain all the terms and conditions of its formal solicitation; in particular, all respondents' affirmations and certifications must be included. Submission of responses on forms other than City's form may result in disqualification of your response.

12. INQUIRIES: Inquiries pertaining to Solicitation invitations must give Solicitation number, codes, and opening date.

PROJECT AREAS GROUP #1

Map #	Park Name	Park Address	Park Type	Park Acres	Estimated Cyles Per Season	Total Acres Per Season	PRICE PER ACRE
1	Jester Farms	2607 Bradley Lane	Linear Park / Linkages	6.21	12	74.52	
2	Behrens Ranch Park <u>** designated areas</u>	Behrens Ranch / Wyoming Springs	Linear Park / Linkages	18.35	12	220.20	
3	Bowman Park	950 East Bowman Road	Neighborhood Park	8.77	18	157.94	
4	University Village Park	Sandy Brook Drive & Haynie Bend	Neighborhood Park	1.87	12	22.50	
5	The Woods	1300 Woods Boulevard	Community Parks	18.95	12	227.40	
6	Hidden Glen	1001 Hidden Glen	Linear Park / Linkages	19.66	12	235.92	
7	Sam Bass Cemetery	Sam Bass Rd & Meadows Drive	Neighborhood Park	10.67	18	192.01	
						Total	1,130.49

PROJECT AREAS GROUP #2

Map #	Park Name	Park Address	Park Type	Park Acres	Estimated Cyles Per Season	Total Acres Per Season	PRICE PER ACRE
8	Drinkard's Landing	Georgetown & Highway 79 (Behind CVS)	Linear Park / Linkages	0.32	12	3.84	
9	Windy Terrace & Greenlawn Place Park	1401 & 1501 Gattis School Road	Linear Park / Linkages	5.94	12	71.28	
10	Greater Lake Creek Park	81 Park Lane	Linear Park / Linkages	7.91	12	94.92	
11	Sonoma Greenbelt	Ravenwood	Linear Park / Linkages	1.43	12	17.16	
12	Creekmont (W. CR.LP)	1006 Oakridge Drive	Linear Park / Linkages	2.49	12	29.88	
13	Greenlawn Park	North end of Greenlawn	Linear Park / Linkages	2.30	12	27.60	
14	Chisholm Trail Crossing Park & Greenbelt	500 Chisholm Trail	Linear Park / Linkages	3.96	12	47.52	
15	Creekside Plaza Greenbelt	906 Round Rock Avenue	Linear Park / Linkages	1.34	12	16.08	
						Total	308.28

PROJECT AREAS GROUP #3

Map #	Park Name	Park Address	Park Type	Park Acres	Estimated Cyles Per Season	Total Acres Per Season	PRICE PER ACRE
16	Eagle Ridge	1131 Terra Street	Neighborhood Park	4.08	18	73.48	
17	Rock Hollow	1415 Apollo	Neighborhood Park	10.50	18	189.00	
18	Settlement #1	1401 David Curry	Neighborhood Park	1.43	18	25.74	
19	Bradford Park	2615 Andres Way	Neighborhood Park	5.32	18	95.76	
20	Greenhill	1925 Nicole Circle	Neighborhood Park	0.57	18	10.26	
21	Veterans	200 Pecan	Neighborhood Park	1.71	18	30.78	
						Total	425.02

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and point of contact of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service for at least two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of solicitation.

1. Company's Name _____
 Name of Contact _____
- Title of Contact _____
- E-Mail Address _____
- Present Address _____
- City, State, Zip Code _____
- Telephone Number () Fax Number: ()
2. Company's Name _____
- Name of Contact _____
- Title of Contact _____
- E-Mail Address _____
- Present Address _____
- City, State, Zip Code _____
- Telephone Number () Fax Number: ()
3. Company's Name _____
- Name of Contact _____
- Title of Contact _____
- E-Mail Address _____
- Present Address _____
- City, State, Zip Code _____
- Telephone Number () Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT B

CURRENTLY MAINTAINED SITES
For Solicitation #12-001
Grounds Maintenance Services

Name of Respondent: _____

Client and Contact Name	Address of Site	Telephone	E-Mail Address

Client and Contact Name	Address of Site	Telephone	E-Mail Address

Client and Contact Name	Address of Site	Telephone	E-Mail Address

ATTACHMENT C

Respondent Questionnaire and Equipment List
For Solicitation #12-001
Grounds Maintenance Services

Name of Respondent: _____

Contact Name: _____ E-mail/Phone: _____

Date Business Founded: _____ Number of Full Time Employees: _____

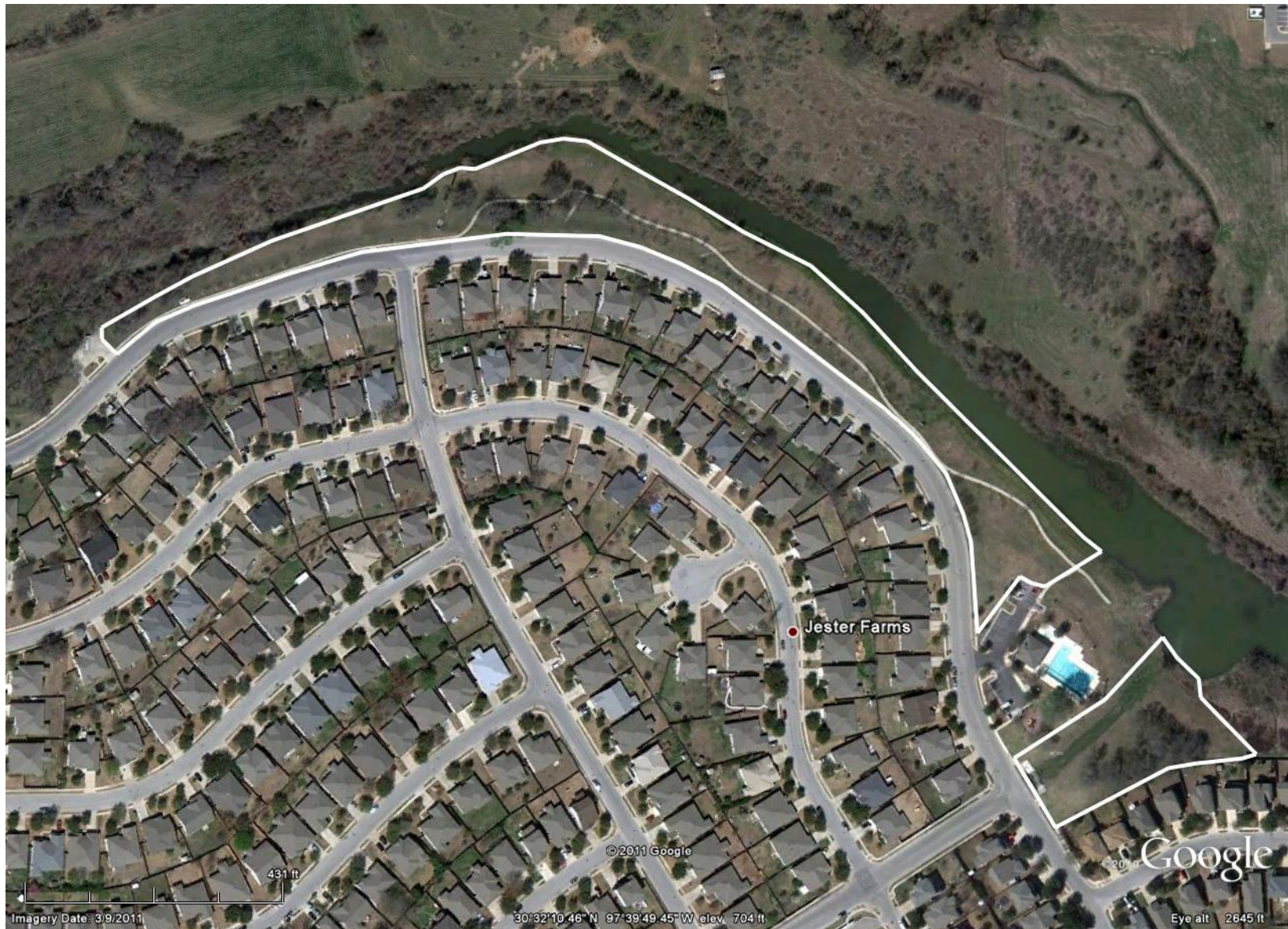
Company-wide Daily Production Rate: _____

COMPANY'S TOTAL MONTHLY ACREAGE MAINTAINED ÷ 30 DAYS = DAILY PRODUCTION RATE

List all equipment to be used for specified Project Areas. List of equipment should include year, model, make and number of hours on all equipment to be used. The City has the right to inspect all equipment, with adequate notice to the Respondent, dedicated for use on this project prior to award of the bid. During inspection, the bidder shall have all equipment that is dedicated to the project on hand or have original receipt of purchase or lease to show ownership.

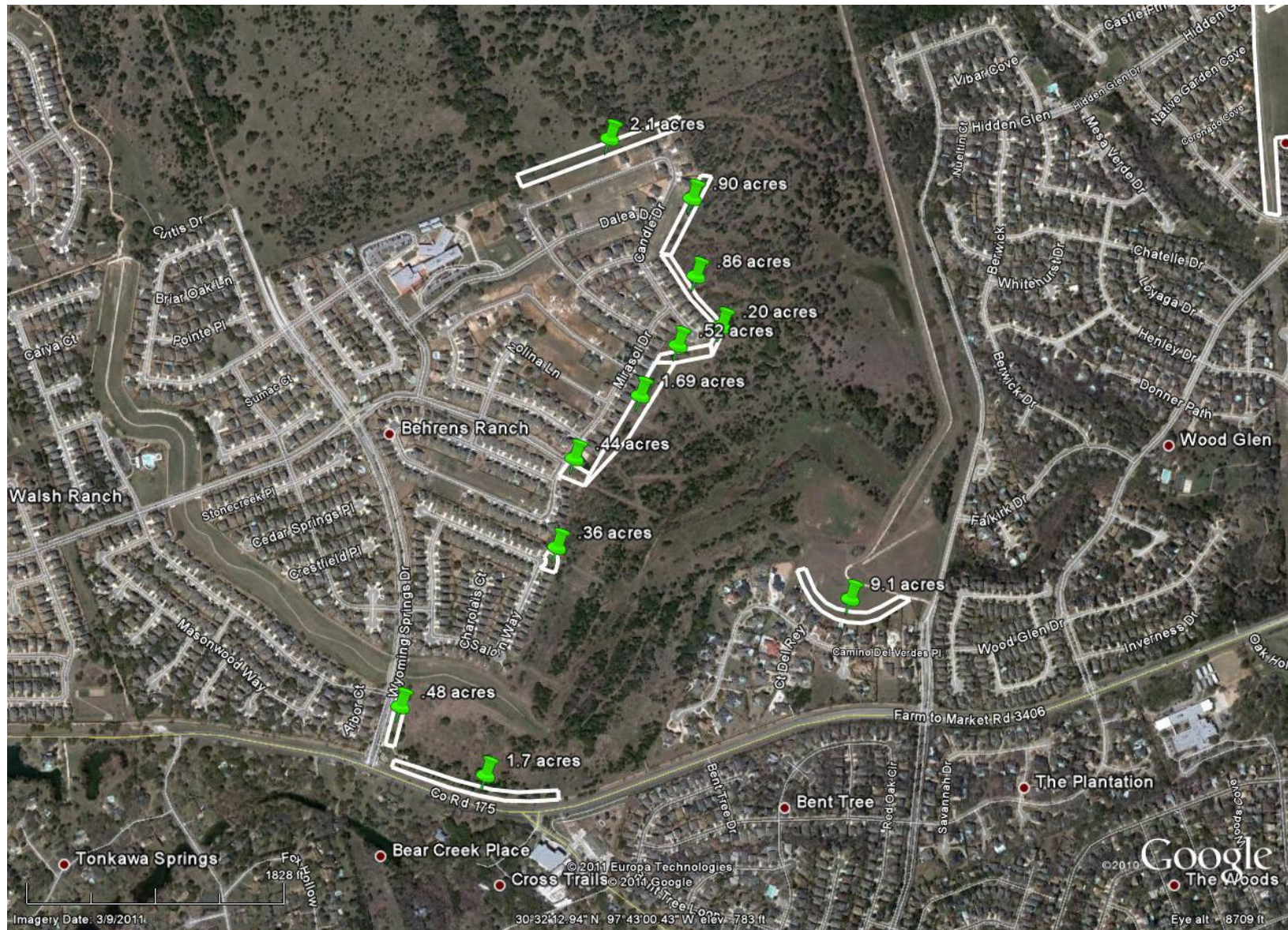
[illegible]

ATTACHMENT D1



1. Jester Farms 6.21 Acres 2607 Bradley Lane

AATTACHMENT D2



2. Behrens Ranch 18.35 Acres (11 locations)

Behrens Ranch / Wyoming Springs

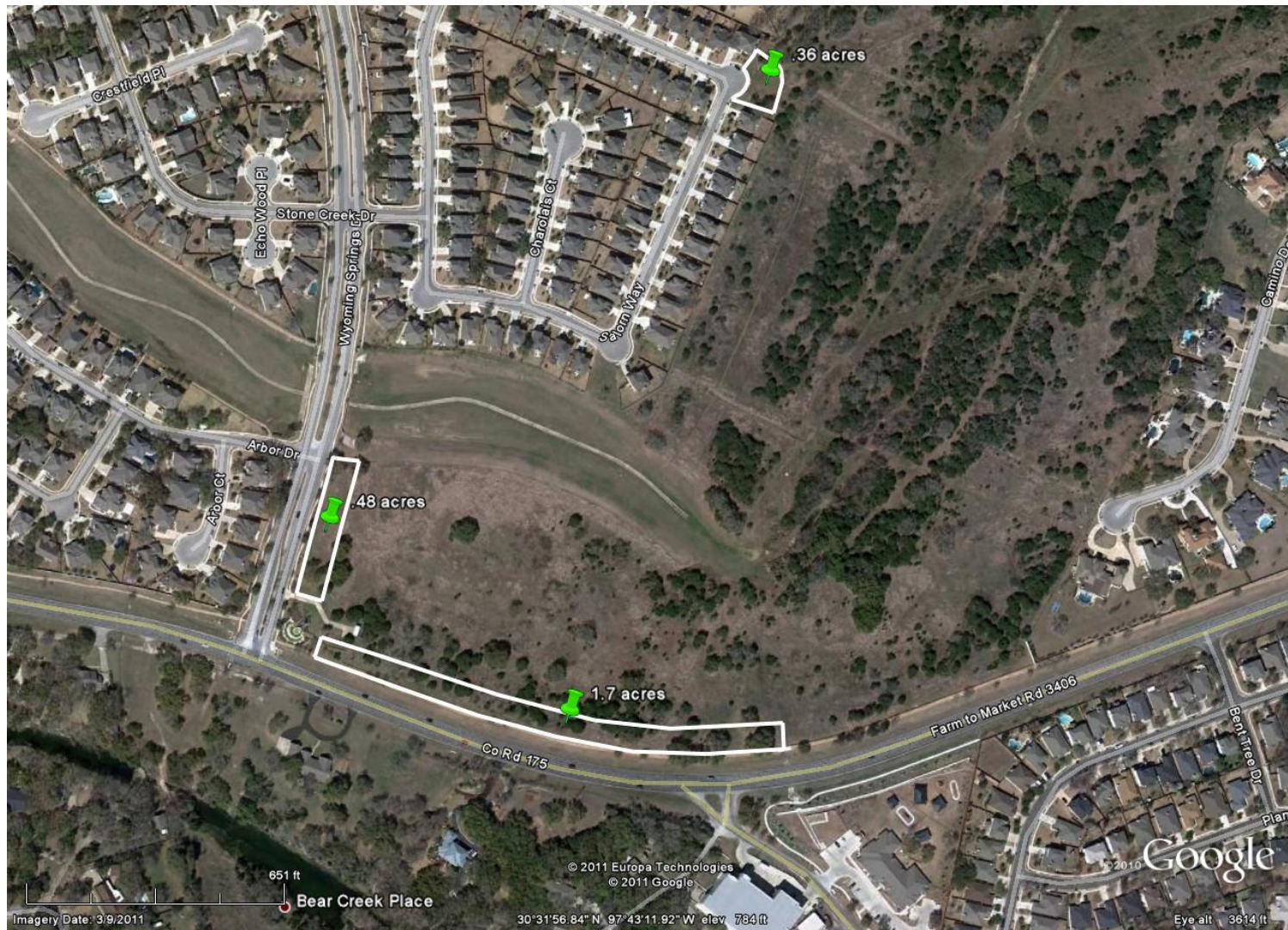
ATTACHMENT D2A



Behrens Ranch

A

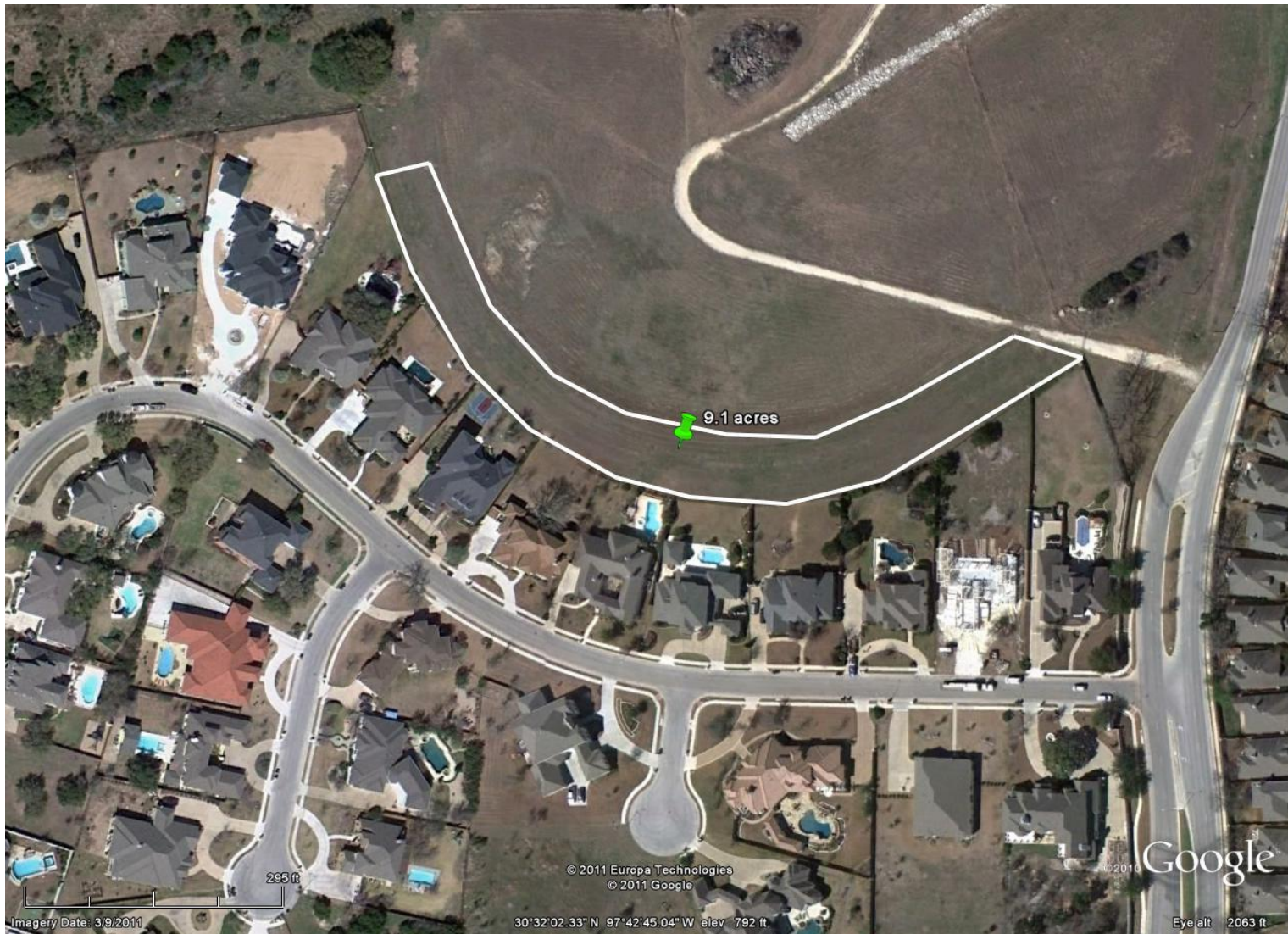
ATTACHMENT D2B



Behrens Ranch

B

ATTACHMENT D2C



Behrens Ranch

C

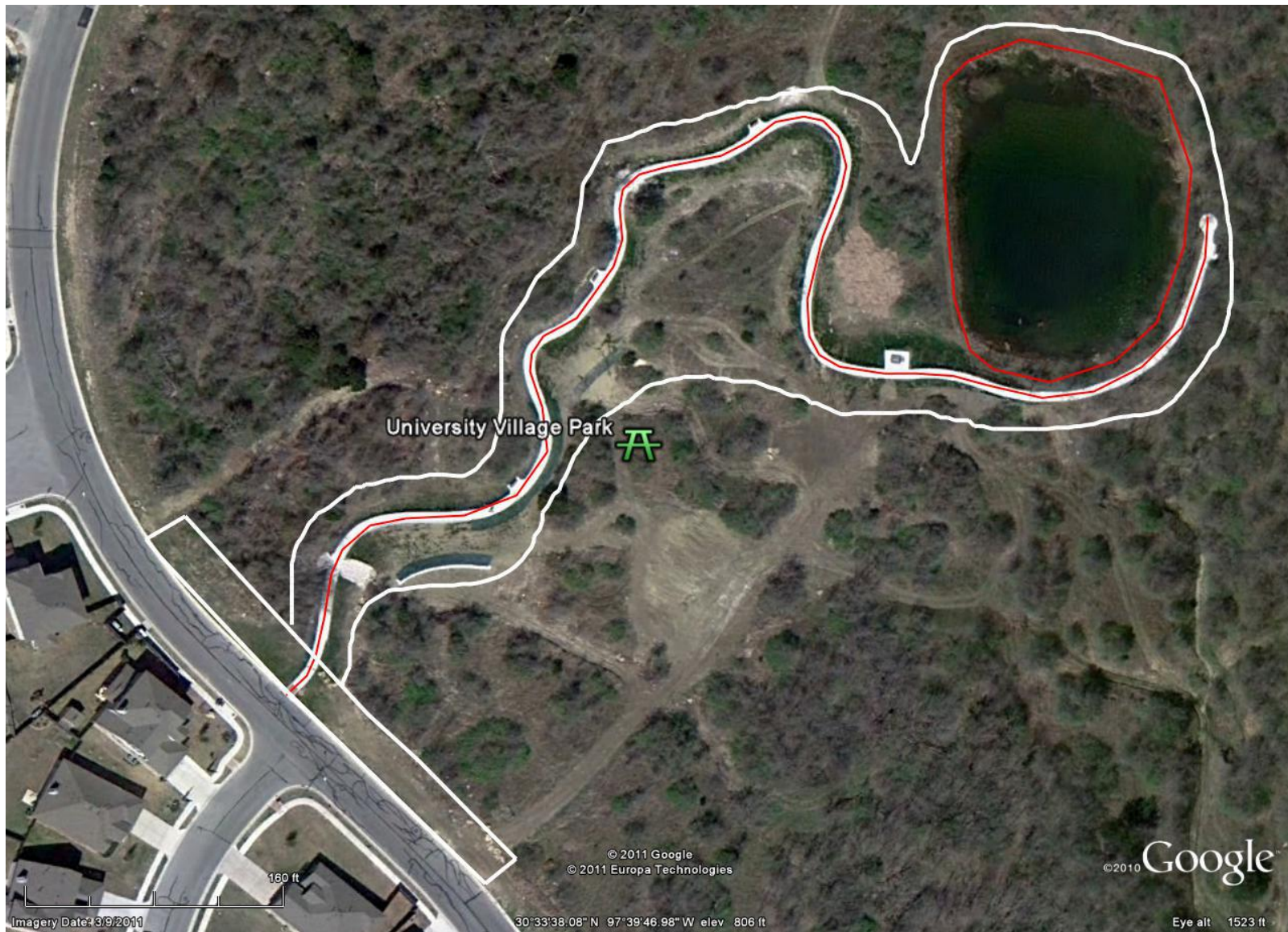
ATTACHMENT D3



3. Bowman Park 8.77 Acres

950 East Bowman Rd.

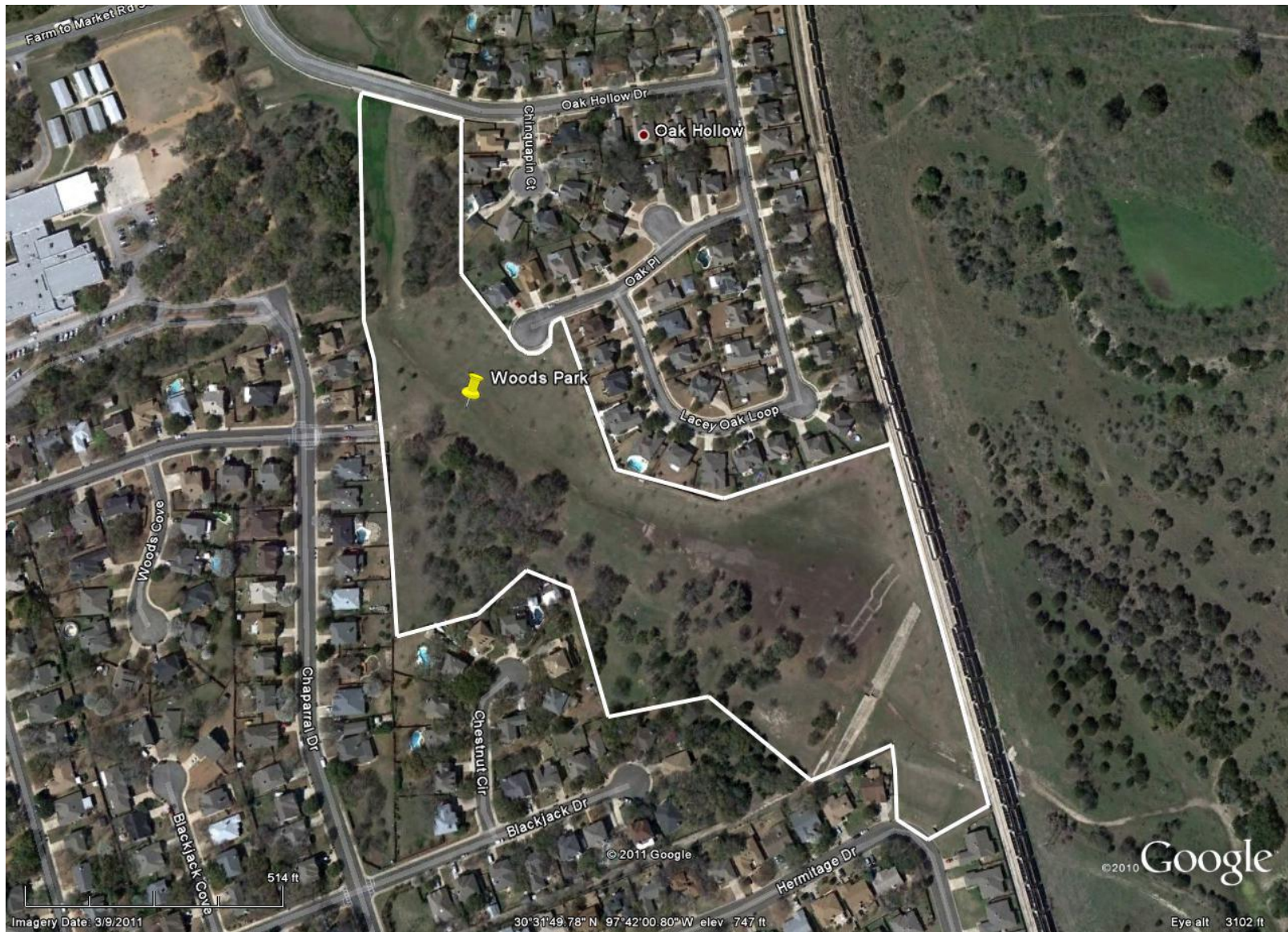
ATTACHMENT D4



4. University Village Park 1.87 Acres

Sandy Brook Drive & Haynie Bend

ATTACHMENT D5



5. The Woods 18.95 Acres 1300 Woods Blvd.

ATTACHMENT D6



6. Hidden Glen 19.66 Acres

1001 Hidden Glen

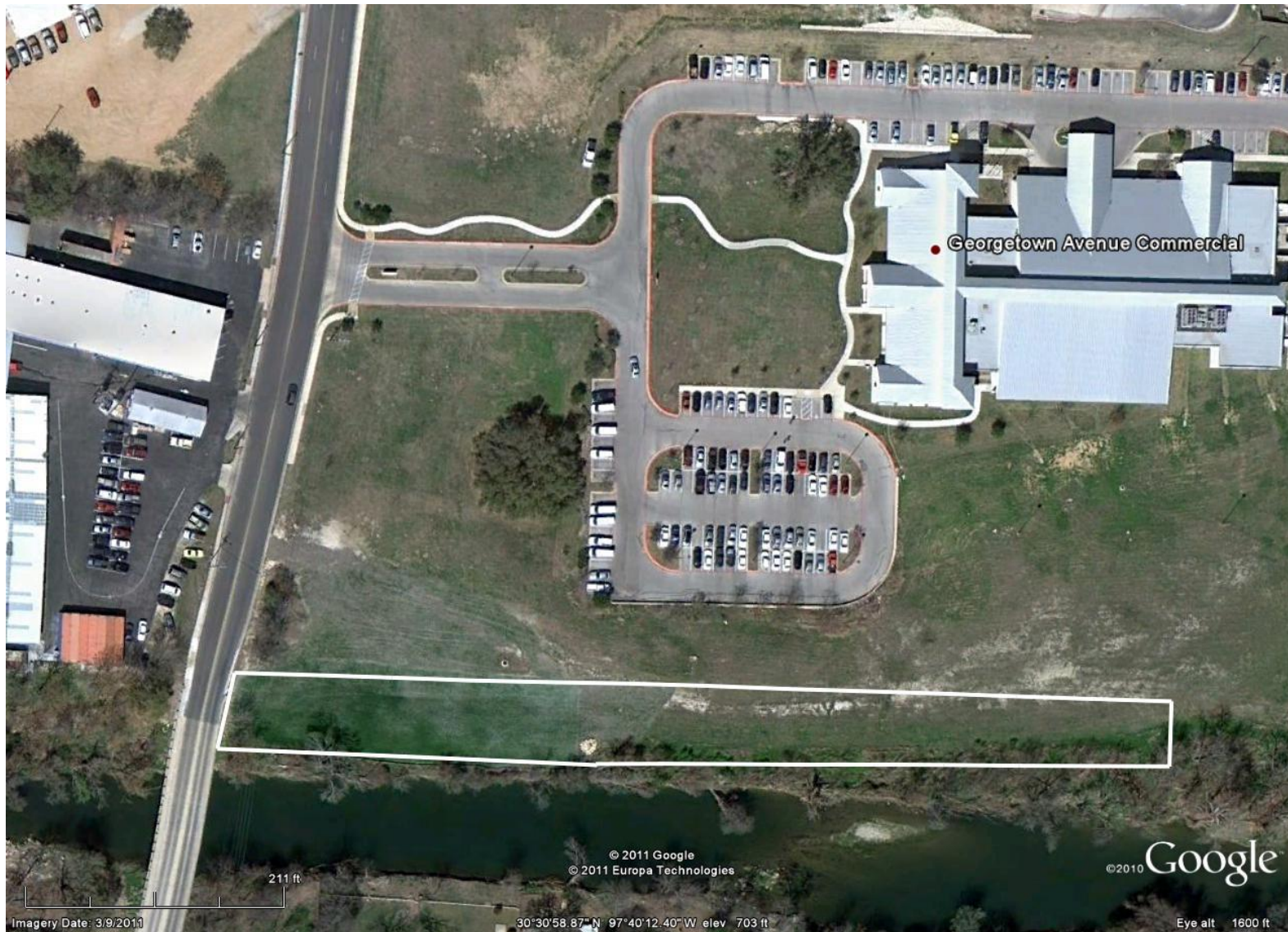
ATTACHMENT D7



7. Sam Bass Cemetery 10.67 Acres

Sam Bass Rd & Meadows Drive

ATTACHMENT D8

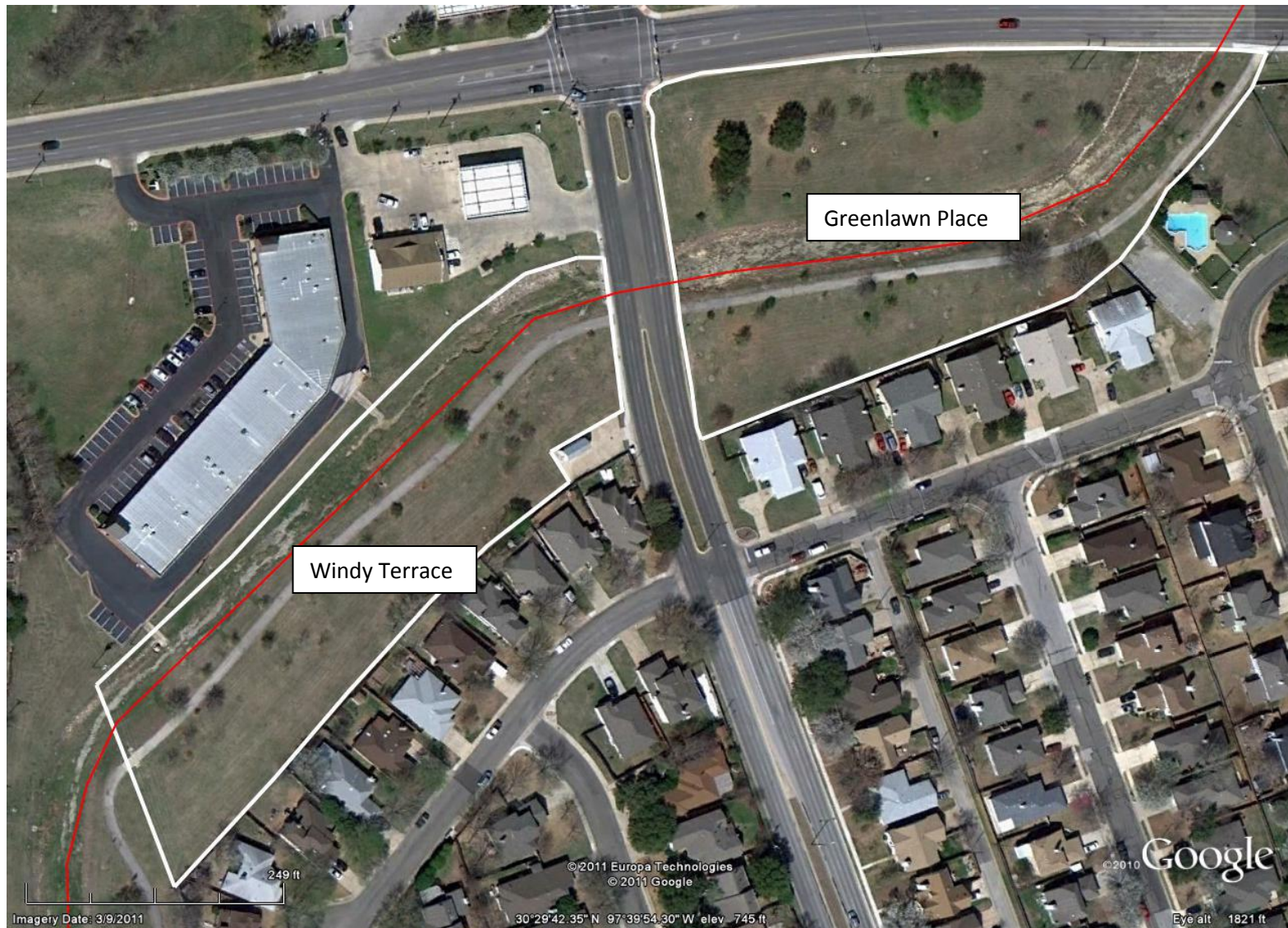


8. Drinkard's Landing

.32 Acres

Behind CVS (Georgetown & 79)

ATTACHMENT D9



9. Windy Terrace 2.63 Acres 1401 Gattis School Road / Greenlawn Place 3.31 Acres 1501 Gattis School Road / Total 5.94 Acres

ATTACHMENT D10

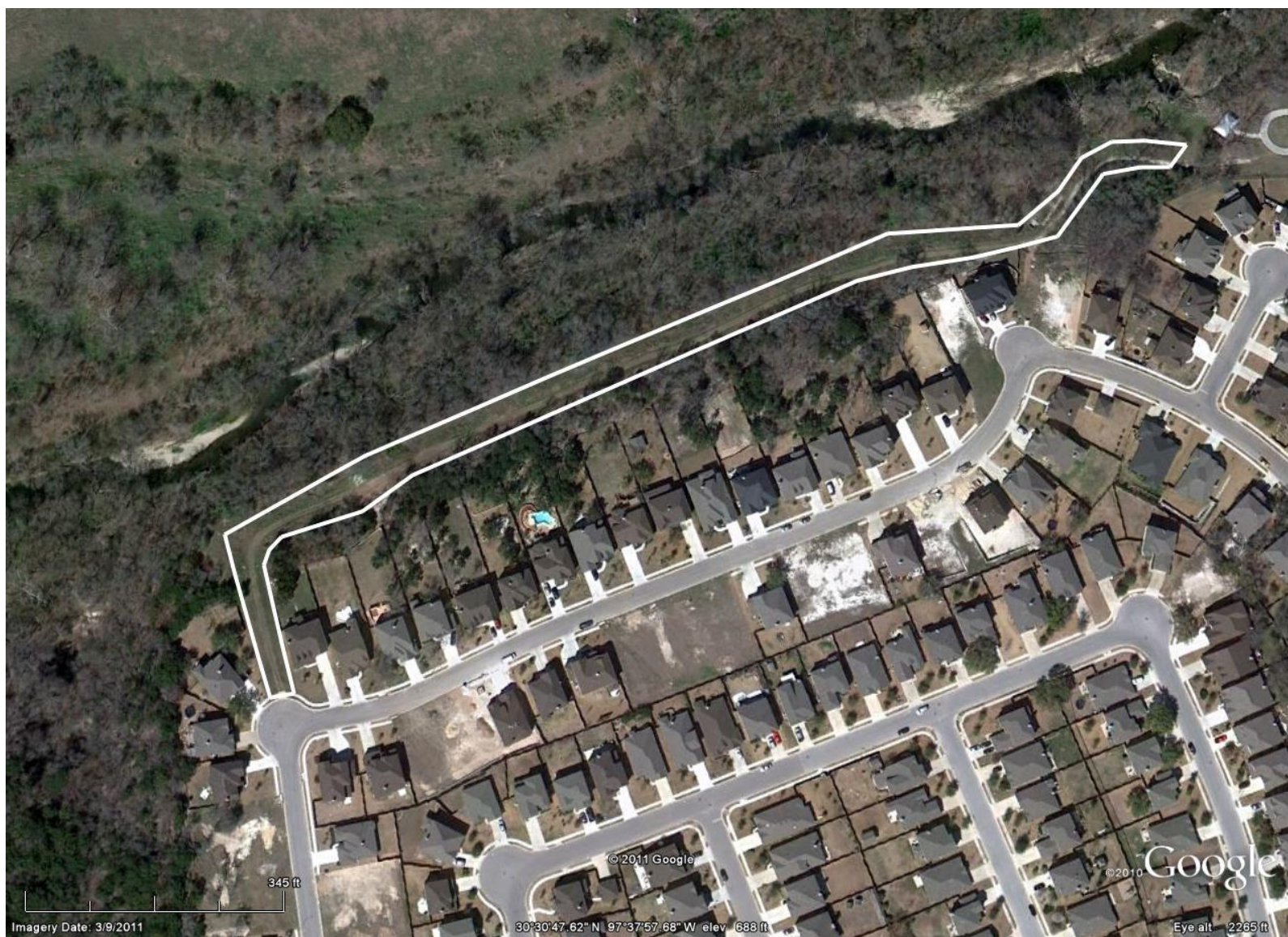


10. Greater Lake Creek

7.91 Acres

81 Park Lane

ATTACHMENT D11



11. Sonoma

1.43 Acres

Ravenwood

ATTACHMENT D12



12. Creekmont (W. CR.LP) 1.43 Acres

1006 Oakridge Drive

ATTACHMENT D13



13. Greenlawn 2.3 acres.

North end of Greenlawn

ATTACHMENT D14



14. Chisholm Trail Crossing Park 3.96 Acres

500 Chisholm Trail

ATTACHMENT D15



15. Creekside Plaza Greenbelt

1.34 Acres

906 Round Rock Ave.

ATTACHMENT D16



16. Eagle Ridge

4.08 Acres

1131 Terra St.c

ATTACHMENT D17



17. Rock Hollow 10.50 Acres

1415 Apollo (accounts for not mowing lake)

ATTACHMENT D18



18. Settlement Park

1.43 Acres

1401 David Curry

(accounts for lake /playground)

ATTACHMENT D19

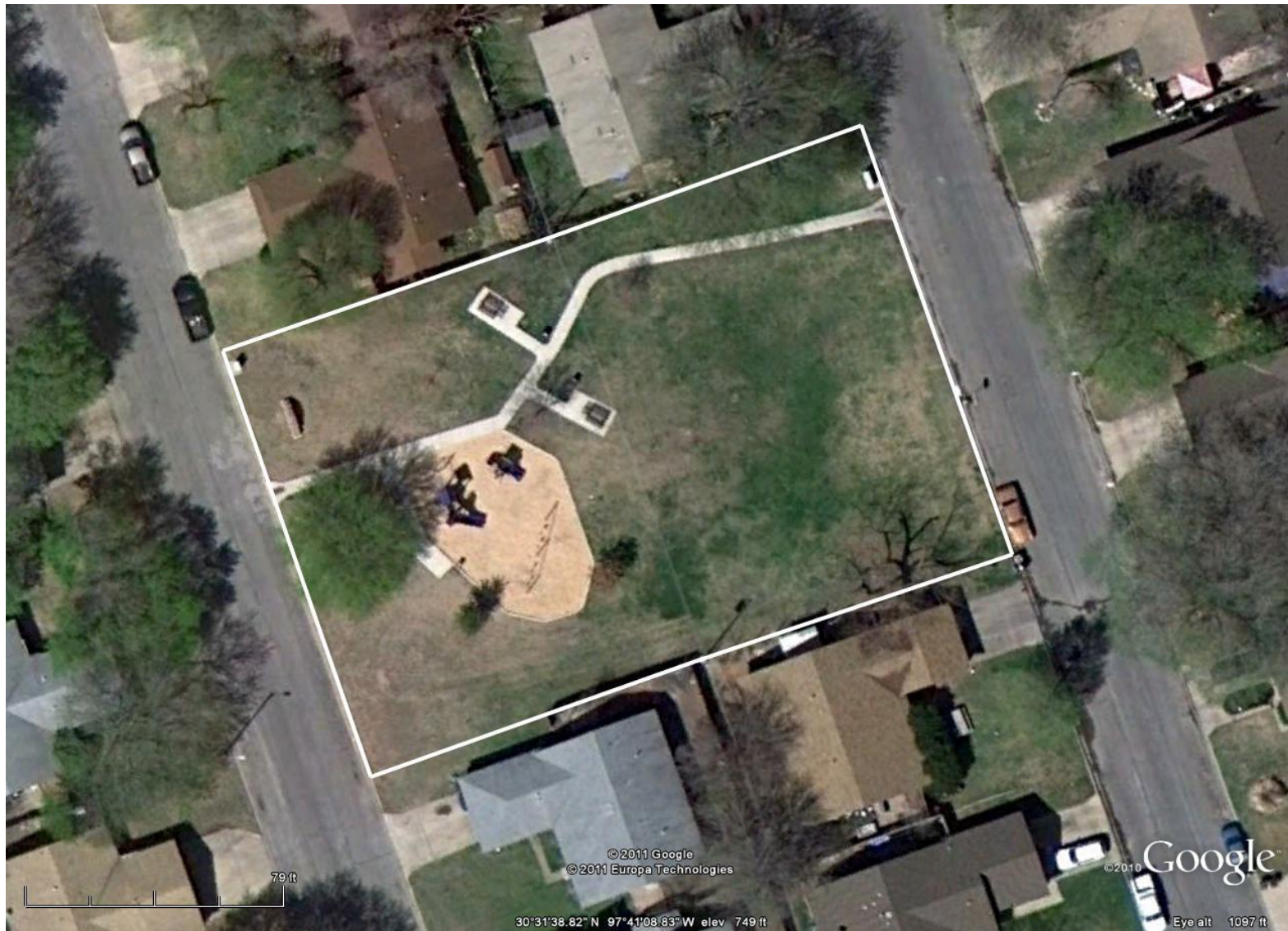


19. Bradford Park 5.32 Acres

2615 Andres Way

(accounts for pond)

ATTACHMENT D20



20. Greenhill Park

0.57 Acres

1925 Nicole Circle

(accounts for playground)

ATTACHMENT D21



21. Veterans Park

1.71 Acres

200 Pecan

(accounts for parking lot, playground, court)