

# Terrell Independent School District

## Request for Proposal

**Bid Due Date: All bids must arrive at 700 North Catherine St., Terrell, TX 75160 on or before **2/01/2019 by 12:00 noon**. Bids arriving after this date/time will not be considered.**

Bid Title: Landscape Maintenance and Mowing Services  
 Bid Type: Competitive Sealed Proposal  
 Issue Date: 01/11/2019  
 Close Date: 02/01/2019 12:00 noon (CT)

Contact: Jeff Baska, Maintenance Director  
 Telephone: (972) 563-2424  
 Fax: (972) 563-4749  
 Email: jeff.baska@terrellisd.org

Bid Description

The Terrell Independent School District (TISD) is requesting competitive sealed proposals for services of a landscape maintenance services company (henceforth referred to as the contractor). It is the responsibility of the contractor to provide Terrell Independent School District (TISD) with a professionally manicured landscape in a clean and safe manner.

Contractor Information:	Contractor Comments/Notes:
Company Name	
Contact Name	
Address	
Telephone	
Email	

Contract Term

March 1<sup>st</sup>, 2019 through February 28, 2020 with District option to extend four additional years for a total of five years.

Contract Price

Annual Base Bid: \_\_\_\_\_ (to be divided in 12 equal payments)

Annual Alt Bid: \_\_\_\_\_ (If providing alternate bid, on a separate page, please provide detailed description of how the scope of differs from the base bid.)

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature

Date

## Bid Activities

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<u>Date</u>	<u>Description</u>
01/11/2019 12:00 AM (CT)	Release of competitive sealed proposal
01/22/2019 10:00 AM (CT)	Pre-Bid Meeting (TISD Admin Building, Board Room)
01/23/2019 12:00 PM (CT)	Deadline for Questions (From Bidders to jeff.baska@terrellisd.org)
01/24/2019 05:00 PM (CT)	Respond to Questions (District)
2/01/2019 12:00 PM (CT)	Deadline for Submittal
03/01/2019 12:00 AM (CT)	Effective Date of Award

## Bid Attachments (included with request for proposal)

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The following attachments are associated with request for proposals.

1. Request for Proposal (CSP)
2. Scope of Work (Schedule A)
3. Photos of Estimated Property Boundaries (11) (Schedule B)
4. Insurance Requirements
5. 1295 Form
6. Landscape Agreement (To be completed when contract is awarded)

## Documents to be Submitted

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**The following documents are to be submitted to the district as part of the proposal**

- Completed Proposal (with signatures, initials as applicable & questions)
- Proof of Minimum Insurance Requirements
- W-9 Form
- Proof of Pesticide Commercial Applicator License
- Form 1295

Bid Attributes & Acknowledgements

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Please review the following and respond where necessary

1. I have received Schedule A and understand the scope of work. \_\_\_\_\_ (Initial Here)

2. I have received Schedule B and understand the estimated landscaping boundaries of district owned and/or operated properties. \_\_\_\_\_ (Initial Here)

\_\_\_\_\_ (Initial Here)

3. Contractor shall conduct a criminal history review of each employee assigned to TISD property once per contract year and shall not assign any employee who has been arrested for a crime involving moral turpitude or any relationship with a child. Under Section 22.0834 of the Education Code, the contractor is required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information.

\_\_\_\_\_ (Initial Here)

4. Code Chapter 2270: Contractor does not boycott Israel currently; and will not boycott Israel during the term of any contract with Terrell ISD.

Is your firm owned or operated by anyone who has been convicted of a felony?

5. Texas Education Code, Section 44.034, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

\_\_\_\_\_ (Yes or No)

If yes, please provide a general description of the conduct resulting in the conviction:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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6. There will be a pre-bid meeting on 01/22/19 at 10 a.m. in the TISD board room at 700 North Catherine St., Terrell TX. 75160. Attendance is recommended but not required. (No response required)
7. Please submit all question to Jeff Baska by email at [jeff.baska@terrellisd.org](mailto:jeff.baska@terrellisd.org) by 01/23/2019 12:00 PM. TISD will attempt to respond to all potential bidders (who have provided a valid email address) of answers to all submitted questions. (No response required)
8. One physical copy of the proposal must be delivered to TISD Administrative Building located at 700 North Catherine St., Terrell, TX 75160 in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. (No response required)
9. Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Be sure to submit all required documents and forms listed under “Documents to be submitted” on page two. (No response required)
10. TISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the District. (No response required)
11. All responses to this proposal shall be for a one (1) year agreement between the District and the provider with four (4) successive one (1) year extensions, based on the long-range needs of the District and mutual consent of both parties not to exceed five (5) years total. (No response required)
12. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. (No response required)

13. TISD pays all invoices 30 days after receipt of invoice via check through standard USPS. All invoices must be submitted to TISD's billing address: Terrell ISD, Attn: Accounts Payable. 700 North Catherine St., Terrell, TX 75160. (No response required)
14. Contract shall be put into effect by means of a purchase order executed by the District after proposal has been awarded. Transfer of contract by Vendor is prohibited unless approved by the District. (No response required)
15. The District has the right to terminate this contract for convenience, without penalty, following delivery of written notice to the bidder within (30) days notification. (No response required)
16. Problem resolution regarding unsatisfactory performance will be dealt with by the withholding of payment for services during the period the problem(s) persist. However, it is the desire of TISD that any and all problems be corrected quickly and fairly. A meeting will be held between the vendor(s) and the TISD Maintenance Department to determine what steps will be necessary to ensure the resolution of any problems. This will occur at the discretion of TISD depending upon the seriousness of the problem(s) involved. (No response required)
17. Any mowing, edging, and line trimming must have a minimum of 100 ft. between staff and students as a safety zone at all times. All mowers must have baffles to prevent flying debris from mowers. Mowers, edgers, string trimmers and blowers shall not be used in the vicinity of school during student drop off and pick up times. (No response required)

18. Damages caused by mowing, trimming, edging or by other landscaping services shall be reported to TISD Maintenance Director. If significant damage is done to sprinkler systems, windows or damage is done due to negligence, the District will require payment for damaged materials from the awarded mowing vendor. Damages to District property will be documented and repaired by the District with District approved vendors. The invoiced amounts will then be deducted from the contractor's monthly invoice. Damages to non-District property including personal property of District employees will be handled solely by the awarded mowing vendor.

(No response required)

19. The district shall not be responsible for contractor's equipment. It is the responsibility of contractor to know the condition of the grounds and any debris that may come in contact with contractor's equipment. If there is a condition that precludes contractor from performing duties, contractor shall notify District Maintenance Director for possible remedy.

(No response required)

20. Contractor employees shall be clean in appearance and in uniform for easy identification when on TISD's premises. Contractor agrees that landscape services covered by this contract shall be performed by qualified, responsible, trained employees, in the strictest conformity with industry standards throughout the duration of this contract. Contractor further agrees that, upon request by TISD, contractor will immediately remove from service any employee who, in TISD's opinion, is guilty of improper conduct, is not qualified or needed to perform the work assigned, or does not serve the best interest of TISD.

(No response required)

21. Contractor certifies that this company or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. \_\_\_\_\_ (Initial Here)

22. The parties hereby agree that this contract was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas. \_\_\_\_\_ (Initial Here)

23. The factors to be used in evaluating submitted proposals and awarding contract. \_\_\_\_\_ (Initial Here)

- (a) price; (60%)
- (b) vendor reputation, and reputation of the vendor's goods or services; (20%)
- (c) vendor's past relationship with the entity; (10%)
- (d) ability to handle scope of work with proposed staffing & experience (10%)

Questionnaire

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Please review the following and respond where necessary

1. Please describe your company’s plan to complete all tasks and locations. Include estimated number of employees and how many days a week it will take to complete one full round.

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2. Please state your number of employees. \_\_\_\_\_
3. How long has your company been performing landscape maintenance and/or field mowing under the current name? \_\_\_\_\_
4. Please explain your company’s process for checking criminal history background.

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5. Please provide three business references that have contracted with your company to provide similar landscaping services.

(A) Business Name: \_\_\_\_\_



Contact Person/Phone: \_\_\_\_\_

Number of properties and/or estimated acreage: \_\_\_\_\_

(B) Business Name: \_\_\_\_\_

Contact Person/Phone: \_\_\_\_\_

Number of properties and/or estimated acreage: \_\_\_\_\_

(C) Business Name: \_\_\_\_\_

Contact Person/Phone: \_\_\_\_\_

Number of properties and/or estimated acreage: \_\_\_\_\_

## **Terrell ISD Landscaping and Mowing Services Scope of Work (Schedule A)**

Grounds Mowing:

<b>Facility</b>	<b>Season</b>	<b>Frequency</b>	<b>Predicted Mowings</b>
Memorial Stadium (non-playing field area, field is artificial turf)	March – October	1x week	32+
THS Practice Fields (inside THS track)	March – October	2x week, with reel mower (mower provided and maintained by District)	64+
Furlough Football & Practice, THS East Practice Field	March – October	2x week	64+
Baseball/Softball	March – October	2x week, infield with reel mower (mower provided and maintained by District)	64+
All Other Campuses/District Facilities (below)	March – October	1x week	32+
Undeveloped Properties	March – October	As needed to remain in compliance with City of Terrell ordinance(s)	16+
W.H. Burnett Elm.	Gilbert Willie Sr. Elm	J.W. Long Elm	Dr. Bruce Wood Elm.
Furlough M.S. & ExCEL	Terrell High School	High Street Facility	Terrell ISD Administrative Office
Maintenance Facility	Future Properties as added not to exceed 10% of current area		

**These specifications establish minimum expectations for landscape maintenance services.**

**Intervals noted in this document are the minimum that are expected and may increase in frequency, if necessary, to achieve the standards set forth herein.**

- Outside of the typical growing season, all grounds will be mowed accordingly to growth, whether it is only once per week or twice, they will still be properly maintained at no additional cost.
- In the event of inclement weather, the contractor shall mow missed scheduled campuses as soon as the weather conditions improve on either succeeding days or on the following weekend to maintain schedule.
- Fields will be mowed prior to ball games and coordinated with striping/painting.
- Mowing heights will be approved by the District.
- Contractor will remove trash/debris (including tree limbs) before mowing. If trash is mowed over, contractor will be required to clean up all mowed over debris immediately. If an excessive amount or size of foreign objects or trash are noted, it should be reported immediately to the Maintenance Director.
- All cuttings will be blown clear of track and any other walking surfaces.
- No scalping or missed cuttings causing excess remnants of thatch.
- No trimmings left unmulched (no grass cuttings left piled up).
- No chemical edging in any district location outside of written agreement signed by both parties, it is estimated that contractor will weed eat 90% of areas including but not limited to areas around buildings, sidewalks, roads, poles, in-ground obstacles, etc. The estimated 10% of areas in remote areas not visible to the public or staff may be considered for chemical edging by written and signed agreement (as allowed by law).
- Contractor shall furnish all necessary equipment, tools, and labor required to provide quality landscape maintenance services for TISD campuses in a safe and efficient manner.

**Grounds Management:**

- Aeration
  - All athletic fields (Game and Practice) will be aerated two (2) times annually (April, October)
  - All other grounds to be aerated once (1) annually
- Weed and Pest Management
  - All grounds will be treated with pre-emergent herbicide year round in 90 day intervals.
  - All grounds will receive post emergent weed control as necessary to control weeds. Weeds around and outside of grounds will also be treated (ex. parking lot, playground, under bleachers, sidewalk, etc.)
  - All grounds will receive insecticide applications as needed including but not limited to ants, grubs or army worms.
  - All regulations, licensing requirements and posting requirements shall be followed.

- Fertilization
  - All athletic fields (including practice fields) will be fertilized (4) times annually with fertilizer approved by district.
  - All other grounds to be fertilized (2) twice annually (lots and vacant land are excluded).
- Other
  - Athletic sports fields
    - Weekly in-season maintenance per manufacturer standards (Sterilize, top dress, groom, etc.) as needed during year
  - Baseball, softball, freshman/soccer practice and memorial stadium grounds will be over seeded with a perennial rye blend at the first of October (not the THS practice field located inside the track)
  - Special attention will be given to baseball/softball edging around infield. Infield “lip” will be removed and repaired as needed. Baseball/Softball “dirt/infield” will be dragged weekly and kept free of weeds in and out of season.
  - Trees will be limbed up annually and at District request with special attention to suckers around Crepe Myrtles and Desert Willows (as needed).
  - All flower beds and hedges will be properly maintained throughout the year including weeding and hedging. New mulching (provided by Contractor) will be added twice annually (excludes playgrounds).
  - District will retain authority to request for grounds to be taken care of for special events and/or areas that need special attention.

**INSURANCE:** Copies of the successful vendor's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the minimum coverage afforded by the policies below and required of the vendor.

<u>Insurance Requirements:</u>		<u>Limits:</u>	
A.	General Liability	General Aggregate	\$1,000,000
	Products - Comp/or Aggregate		\$1,000,000
	Commercial General Liability	Personal & Adv. Injury	\$1,000,000
	Claims Made/Occur.	Each Occurrence	\$1,000,000
	Owner's Contractor's Prot.	Fire Damage (Any one fire)	\$ 50,000
	Med. Expense (Any one person)		\$ 5,000
B.	Umbrella form - Excess liability State the limits that your company carries. _____.		
C.	Worker's Compensation	Statutory	
	and	Each Accident	\$ 500,000
	Employer's Liability	Disease-Policy Limit	\$ 500,000
	Disease-Each employee		\$ 500,000

**\*\*You are required to submit a certificate of insurance for the above insurance requirements with your bid with at least the minimum coverages listed above.\*\***

The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

**\*\*Items #1, 2, 3, 4 (below) shall be required of the successful vendor(s) only.\*\***

- 1) Should any of the above described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Terrell I.S.D.
- 2) The vendor shall agree to waive all right of subrogation against TISD, its officials, employees and volunteers for losses arising from work performed by vendor for the District.
- 3) THE VENDOR SHALL HOLD TISD HARMLESS FROM AND INDEMNIFY TISD AGAINST ALL LIABILITY, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE FROM AND ACCRUE DIRECTLY FROM THE PERFORMANCE OF THE WORK OR ANY OBLIGATION OF VENDOR OR FAILURE OF VENDOR TO PERFORM ANY WORK OR OBLIGATION PROVIDED FOR IN THE CONTRACT.
- 4) The select bidder will be required to supply an insurance certificate naming Terrell Independent School District as an additional insured.

ADDITIONAL DOCUMENTS:

[Landscape Maintenance and Mowing Service Agreement](#)

[Landscape Pictures](#)

[Blank W-9](#)

[SAMPLE 1295](#)