



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID**

**LANDSCAPE MAINTENANCE  
&  
MOWING SERVICES**

**Solicitation No. 17-013**

**MAY 2017**

**CITY OF ROUND ROCK  
INVITATION FOR BID  
LANDSCAPE MAINTENANCE AND MOWING SERVICES**

**PART I  
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks quotes to establish a multiple year contract from a qualified person, firm or corporation, herein after “Bidder” experienced in landscape maintenance and lawn mowing services to provide full, turnkey services inclusive of necessary equipment and labor to provide landscape maintenance and lawn mowing services to maintain City properties at the Round Rock Sports Center, Multipurpose Fields, Police Department and Downtown areas, herein after “Services”.
2. **BACKGROUND:** Vendor shall provide services to include, but not be limited to, mowing, trimming, weed control, cleaning of concrete swales, litter clean up, blowing of walkway/parking lots, hauling and green waste dumping, shrub pruning, post emergent herbicide, insect and disease control, tree skirting, tree pruning, turf fertilization, mulching of planter beds and mulched areas, turf aeration and maintenance and planting of perennial flowers as needed within the specified time period(s) through the term of the contract. City of Round Rock properties located at the Round Rock Sports Center, Multipurpose Complex, Police Department as well as Downtown areas and roundabout.

There is also an additional requirement in this solicitation for litter pickup and emptying trash downtown that will be awarded separately.

3. **ATTACHMENTS:** Attachment A through G, are herein made part of this invitation for bid:
  - 3.1 **Attachment A:** Bid Sheet
  - 3.2 **Attachment B:** Round Rock Sports Center, Multipurpose Complex, Police Department, and Downtown area maps to be posted to City website
  - 3.3 **Attachment C:** Bidder’s Questionnaire
  - 3.4 **Attachment D:** Bidder’s Reference Sheet
  - 3.5 **Attachment E:** Addendum Acknowledgement Form
  - 3.6 **Attachment F:** Notice to Proceed - Example

4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

**Primary Contact:**  
Mike Schurwon, CPPB, CTPM  
Purchasing Department  
City of Round Rock  
E-mail: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov)

**Secondary Contact:**  
Juanita Fonseca, CTP  
Purchasing Department  
City of Round Rock  
E-mail: [jfonseca@roundrocktexas.gov](mailto:jfonseca@roundrocktexas.gov)

The individual listed above may be contacted by e-mail 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 Department.

5. **BIDDER QUALIFICATIONS:** The City has established the following minimum qualifications. Bidders who do not meet the minimum qualifications will not be considered for award. The Bidder shall:
  - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing landscape maintenance and lawn mowing services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
  - 5.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all mowing equipment and tools Bidder deems necessary to provide landscape maintenance and mowing services. The City shall not be responsible for any Bidder's mowing equipment, tools, or materials lost or damaged during the performance of the services specified herein;
  - 5.3. Be domiciled in or have a home office inside the United States. Bidders domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process;
  
6. **SUBCONTRACTORS:** The Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor shall:
  - 6.1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
  - 6.2. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
  - 6.3. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - 6.4. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors.
  
7. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Bidder shall:
  - 7.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
  - 7.2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;

- 7.3.** Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Bidders' obligations under this paragraph.
- 8. PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
- 9. PRICE INCREASE:** Contract prices for landscape maintenance and mowing services shall remain firm throughout the initial twelve (12) month period of the contract. A price increase to the agreement may be considered at the anniversary period each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% per line item.
- 9.1. Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. Reference: Chained CPI-All Urban Consumers, Series Id: SUUR0000SAS based on the effective date of contract execution. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>
- 9.2. Procedure to Request Increase:**
- 9.2.1.** Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 East Main Street  
Round Rock, TX 79664-5299**
- 9.2.2.** Upon receipt of the request, the City reserves the right to: either accept the escalation and make change to the purchase order within 30 days of the request; negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
- 10. AGREEMENT TERM:** The terms of the awarded agreement shall as follows:
- 10.1** The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
- 10.2** The City reserves the right to review the awarded Bidders' performance anytime during the contract term.
- 10.3** If the awarded Bidder fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Bidder of the deficiencies and the Bidder shall have thirty (30) days to correct such deficiencies. If the Bidder fails to correct the deficiencies with the

thirty (30) days, the City may terminate the agreement by giving the Bidder written notice of termination and the reason for the termination.

11. **ACCEPTANCE:** Acceptance inspection should not take more than five (5) working days. The vendor will be notified within this time frame if the services provided is not in full compliance with the project scope. If any service is canceled for non-acceptance, the needed equipment or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

## **PART II**

### **SPECIFICATIONS**

1. **SCOPE:** The City of Round Rock requests landscape maintenance and lawn mowing services to be provided on the City's Round Rock Sports Center, Multipurpose Complex, Police Department, and Downtown areas. Services shall include all labor and goods needed to provide mowing, trimming, weed control, cleaning of concrete swales, litter clean up, blowing of walkway/parking lots, hauling and green waste dumping, shrub pruning, post emergent herbicide, insect and disease control, tree skirting, tree pruning, turf fertilization, mulching of planter beds and mulched areas, turf aeration and maintenance and planting of perennial flowers as needed to maintain and establish a respectable appearance to the Round Rock Sports Center, Multipurpose Complex, Police Department, and Downtown areas. There is also an additional requirement in this solicitation for litter pickup and emptying trash downtown that will be awarded separately.
2. **SERVICE REQUIREMENTS:** The successful Bidder shall:
  - 2.1. Obtain and provide all supervision, scheduling, 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 Bidder 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 Bidder.
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/or all proposals.
  - 4.2. 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 Bidder shall begin work and proceed with all reasonable dispatch to completion maintaining the established work areas. The successful Bidder will be required to maintain the Round Rock Sports Center, Multipurpose Complex, Police Department, and Downtown 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. Start date for landscape maintenance and mowing services will be coordinated between the Sports Facilities and Operations Manager, Downtown Manager and Contractor upon award of a contract.
  - 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.
  - 5.3. 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 Bidder in writing via e-mail or fax.
6. **SECTION A:** Landscape maintenance and lawn mowing services shall be performed at the following locations:
- **Round Rock Sports Center**
  - **Multipurpose Complex**
  - **Police Department**
- 6.1. The scope of landscaping services to be performed at each location shall follow the schedule outlined below. A total of 42 site visits will take place in a 12-month period and will occur as follows:
- Once a week from March 1 to October 31
  - Once every two weeks from November 1 to Feb 28

**Section A: Landscaping Services Table:** Worked to be performed at each site listed in Section 6 shall follow the schedule below:

Item#	Work Description	Frequency	Instructions
1.	Mowing	Weekly/Bi-Weekly Site Visit	
2.	Edging	Weekly/Bi-Weekly Site Visit	
3.	Line Trimming Soft Edges	Weekly/Bi-Weekly Site Visit	
4.	Ground Cover Trimming	Weekly/Bi-Weekly Site Visit	
5.	Hand Pull / Spot Spray Weeds	Weekly/Bi-Weekly Site Visit	
6.	Monitor and Clean Concrete Swales	Weekly/Bi-Weekly Site Visit	
7.	Litter Policing / General Clean Up	Weekly/Bi-Weekly Site Visit	

Item#	Work Description	Frequency	Instructions
8.	Backpack Blowing of Walkways and Parking Lots	Weekly/Bi-Weekly Site Visit	
9.	Hauling and Green Waste Disposal	Weekly/Bi-Weekly Site Visit	
10.	Shrub Pruning	As needed	Work to be performed as needed during site visit to insure correct growth and development
11.	Post Emergent Herbicide	As needed	Work to be performed as needed during site visit to insure correct growth and development
12.	Minor Insect and Disease Control	As needed	Work to be performed as needed during site visit to insure correct growth and development
13.	Tree Skirting for Clearance	As needed	Work to be performed as needed during site visit to insure correct growth and development
14.	Pruning of Trees Less than 12'	As needed	Work to be performed as needed during site visit to insure correct growth and development
15.	Turf Fertilization	4 Times Per Year	To be coordinated with contract manager. Proposed for March, May, August and October
16.	Re-Mulching All Planter Beds and Mulched Area	2 Times Per year	To be coordinated with the contract manager. Re-mulch all planter beds and mulched areas.
17	Turf Aeration	1 Time Per Year	To be coordinated with the contract manager. Proposed for April

**7. SECTION B:** Landscape maintenance and mowing services shall be performed in downtown Round Rock areas. The scope of work to be performed on the landscaping maintenance and mowing services for the Downtown location areas include:

- Main Street,
- Preet Plaza/City Hall,
- Centennial Plaza/MOOC
- Transit Center
- Roundabout
- All street tree wells in downtown area (Mays Street bridge to bridge, W. Main, and Southwest Downtown) is outlined as follows:

7.1. The scope of landscaping services to be performed at each location shall follow the schedule outlined below. A total of 42 site visits will take place in a 12-month period and will occur as follows:

- Once a week from March 1 to October 31
- Once every two weeks from November 1 to Feb 28

**Section B: Landscaping Services (Downtown):** Worked to be performed at each site listed in Section 7 shall follow the schedule below:

Item #	Work Description	Frequency	Instructions
1.	Mow	Weekly/Bi-Weekly Site Visit	
2.	Edge	Weekly/Bi-Weekly Site Visit	
3.	Trim	Weekly/Bi-Weekly Site Visit	
4.	Landscape Bed Maintenance	6 Times Per year	Weed removal, pruning, season cutback, replace grass and shrubs as needed. To be coordinated with contract manager
5.	Weed Treatment and Fertilizer	3 Times Per Year	Apply to grass and flower beds To be coordinated with Contract Manager.
6.	Young Tree Pruning	1 Time Per Year	First 7-10 years depending on location. Applicable to all locations and street tree wells downtown. To be coordinated with Contract Manager.
7.	Mature Tree Pruning	As needed	Based on vehicle and pedestrian clearance requirements.
8.	Leaf Removal	3 Times Per Year	Fall and Winter
9.	Side Walk Paver Weed Treatment	4 Times Per Year	
10.	Landscape Maintenance of Roundabout and approaching City Island Beds	12 Times Per Year	Location specific to roundabout and approaching City island beds only.
11.	Flower Bed Maintenance and Flower Replacement	4 Times Per Year	To be coordinated with the contract manager. All flowers shall be approved by the Downtown Manager prior to each planting cycle.



8. **SECTION C:Litter Pickup and Empty Trash (Downtown):** Worked to be performed daily (Monday – Friday) at Main Street, Preet Plaza/City Hall, Centennial Plaza/MOOC, Transit Center and all street wells in downtown area (Mays Street bridge to bridge, W. Main, and Southwest Downtown) shall follow the schedule below:

**Section C – Litter Pickup and Empty Trash (Downtown)**

1.	Litter Pickup and Empty Trash	260 Times Per Year	Work to be performed daily Monday – Friday at each site.
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9. **Bid Instructions:** The pricing information requested on the bid sheet lists the 42 site visits required by location listed in Section 6, the 42 site visits by location listed in Section 7. The cost for other less frequent services outlined in the Section 6 and Section 7 table shall be calculated by the bidder into the site visit cost by location listed on the bid sheet. In addition, there is a separate line item for landscape maintenance of the roundabout and approaching City Island beds because it is a unique location and requires less visits and a separate section for litter pickup and trash emptying services downtown.
10. **DAMAGE:** The Bidder shall be responsible for damage to the City's equipment 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.
- 10.1. The successful Bidder 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. Round Rock Sports Center, Multipurpose Complex, Police Department, and Downtown 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 reported to the City and at repaired/replaced at the expense of the successful Bidder.
- 10.2. Successful Bidder shall, at his own expense, carefully protect all trees, properties, structures and utilities within Round Rock Sports Center, Multipurpose Complex, Police Department, and Downtown areas so that there shall be no damage or utilities service loss.
11. **WORK CREW:** Only qualified, trained, competent and reliable personnel shall perform Services.
- 11.1. 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.
- 11.2. 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.
- 11.3. Work crews shall not take individual rest breaks or lunch breaks in City park land or linkage areas while performing landscape maintenance and mowing services.
12. **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:
- 12.1. Successful Bidder'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



**16.2. The City's designated representatives for the Round Rock Sports Center and Multipurpose Complex shall be:**

**Tim Ahern  
City of Round Rock  
Operations Coordinator**

**16.3. The City's designated representatives for the Downtown areas shall be:**

**Courtney Ainsworth  
City of Round Rock  
Downtown Manager**

**16.4. The City's designated representatives for the Police Department shall be:**

**Larry Roberson  
City of Round Rock – Police Department  
Accreditation Manager**

**17. WORKFORCE: Successful Bidder shall:**

**17.1.** The Vendor shall employ only orderly and competent workers, skilled in the performance of the services which they shall perform under the Agreement.

**17.2.** The Vendor, its employees, subcontractors, and subcontractor's employees while engaged in participating in an Agreement or Purchase Order or while in the course and scope of delivering goods or services under a City agreement may not;

**17.2.1.** Use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the agreement; or

**17.2.2.** Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or controlled substances, on the job.

**17.3.** If the City or City's representative notifies the Vendor that any worker disorderly, disobedient or incompetent, has knowingly or repeatedly violated safety regulations, has possessed an firearms, or has possessed or was under the influence of alcohol or controlled substances on the job, the Vendor shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without the City's prior written consent.

**18. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.**

**19. PERMITS: The Successful Bidder shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.**

**PART III**  
**SCHEDULE AND RESPONSE INSTRUCTIONS**

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

EVENT	DATES
Solicitation released	May 25, 2017
Pre-Bid Conference	June 8, 2017 @ 9:00 a.m.
Deadline for submission of questions	June 12, 2017 @ 5:00 PM, CST
City responses to questions or addendums	June 14, 2017 @ 5:00 PM, CST
Deadline for submission of responses	June 20, 2017 @ 3:00 PM, CST
Anticipated Contract Start Date:	August 24, 2017

All questions regarding the solicitation shall be submitted in writing by June 12, 2017, at 5:00 p.m., CST on the due date noted above to: Mike Schurwon, CPPB, CTPM, Purchasing Department at: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov)

A copy of all the questions submitted and the City's response to the questions shall be posted in writing by June 14, 2017 @ 5:00 p.m. on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

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

2. **SOLICITATION UPDATES:** Bidders shall be responsible for monitoring the City's website for any updates pertaining to the solicitation described herein at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **PRE-BID MEETING/SITE VISIT:** A pre-bid solicitation meeting, site visit, and inspection will be conducted to fully acquaint Bidders with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-solicitation meeting will be conducted on the date specified in the schedule of events (Part III, Section 1). Site visit coordinator for the purposes of this IFB solicitation is: Brian Stillman, Sports Facilities and Operations Manager, Sports Management and Tourism. Telephone: (512) 218-6607 or email at: [bstillman@roundrocktexas.gov](mailto:bstillman@roundrocktexas.gov)

- 3.1 Attendance at the pre-bid solicitation meeting is optional, however, bidders shall sign-in at the pre-bid solicitation meeting to document their attendance. Immediately following the pre-solicitation meeting, a site visit tour will be conducted to enable bidder(s) to determine labor, equipment, supplies and materials necessary to perform the services specified herein.

NOTE: All prospective bidder(s) are highly encouraged to attend the pre-bid solicitation meeting/site visit and inspection, which shall initially begin at:

**City of Round Rock  
 City Hall – Council Chamber, 1<sup>st</sup> Floor  
 221 E. Main Street  
 Round Rock, Texas 78664**

- 3.2. Bidders will be responsible for their own transportation for the site visit tour.
  - 3.3. Bidders are strongly encouraged to bring a copy of the solicitation document with them to the pre-solicitation meeting / site visit.
  - 3.4. It is the responsibility of the Bidder to examine each location to determine equipment, supplies, and labor needed to fulfill the requirements of the landscape maintenance and mowing services specifications.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before June 20, 2017, at 3:00 p.m., on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:
- City of Round Rock**  
**Attn: Mike Schurwon, CPPB, CTPM**  
**Purchasing Department**  
**221 E. Main Street**  
**City Hall - 1<sup>st</sup> Floor Receptionist Desk**  
**Round Rock, Texas 78664-5299**
- 4.1. Sealed responses shall be clearly marked on the outside of packaging with the Company name, Solicitation number (IFB No. 17-013) title (Landscape Maintenance and Mowing Services), due date, time, and **“DO NOT OPEN”**.
  - 4.2. Facsimile or electronically transmitted responses are not acceptable.
  - 4.3. Responses cannot be altered or amended after opening.
  - 4.4. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - 4.5. The City will not be bound by any oral statement or offer made contrary to the written specifications.
  - 4.6. Samples and/or copies shall be provided at the Bidder's expense, and shall become the property of the City.
5. **BEST VALUE EVALUATION CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 5.1. Purchase price;
  - 5.2. Reputation of Bidder and of Bidder's goods and services;
  - 5.3. Quality of the Bidder's goods and services;
  - 5.4. The extent to which the goods and services meet the City's needs;
  - 5.5. Bidder's past performance with the City;
  - 5.6. The total long-term cost to the City to acquire the Bidder's goods or services;
  - 5.7. Any relevant criteria specifically listed in the solicitation.

Bidders may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

6. **AWARD:** The City may choose to not award an Agreement. Split awards between Vendors may be made at the sole discretion of the City. The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, or use any combination that best serves the interest and at the sole discretion of the City.
7. **POST AWARD MEETING:** The City and Successful Bidder(s) may have a post award meeting to discuss, but not be limited to the following:
  - 7.1. The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 7.2. Provide City contact(s) information for implementation of agreement;
  - 7.3. Identify specific milestones, goals and strategies to meet objectives.
8. **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 affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Bidder's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

#### **PART IV**

#### **RESPONSE REQUIREMENTS**

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Bidders in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and four (4) of the response requirements including any required attachments. The samples and/or copies shall be provided at the Bidder's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Bidders are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

**For your bid to be responsive, all required items identified below shall be submitted with your proposal.**

**Attachment A - Bid Sheet:** Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

**Attachment C – Bidder's Questionnaire:** Provide completed Bidders Questionnaire, which includes Contractor name, address, telephone/fax numbers, E-Mail, date, number of years providing

grounds maintenance and mowing services, number of employees assign to contract, and equipment list.

**Attachment D – Bidder’s Reference Sheet:** Provide completed Bidder’s Reference Sheet, which includes the name, address, telephone number and E-Mail of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. It is the responsibility of the bidder to ensure reference contact information is current . Any negative responses received may result in disqualification of submittal.

**Attachment E – Addendum Acknowledgment Form:** Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

**The following items shall be made available upon request by the City prior to award and the approval of any contract:**

Proof of insurance for General Liability, Worker’s Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City’s website at:

[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

## **PART V**

### **CONFIDENTIALITY OF CONTENT**

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Bidder shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

## **PART VI**

### **GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS**

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Bidder shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City’s website at:  
[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder 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 Bidders to stay apprised of changes. The City’s Definitions, Terms and Conditions can be obtained from the City’s website at:  
[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_t\\_c\\_revised\\_07.2011.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_t_c_revised_07.2011.pdf)

- 3. 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:
- 3.1** 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
  - 3.2** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 3.3** 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
  - 3.4** 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.



Landscape Maintenance & Mowing Services  
 IFB No. 17-013  
 Class/Item: 988-36 / 988-52  
 May 2017

**ATTACHMENT A: BID SHEET  
 PURCHASING DEPARTMENT  
 221 E. Main Street • Round Rock, Texas 78664-5299**

<b>SOLICITATION INFORMATION</b>	Solicitation Number:	17-013	<b>BIDDER INFORMATION</b>	Tax ID Number:	_____
	Solicitation Name:	Landscape Maintenance and Mowing Services		Business Name:	_____
	Opening Date:	June 20, 2017		Address:	_____
	Opening Time:	On or Before 3:00 PM CST		Address:	_____
	Opening Location:	City of Round Rock City Hall, 1 <sup>st</sup> Floor Reception Desk 221 E. Main Street Round Rock, TX 78664		Contact:	_____
				Telephone:	_____
				E-mail:	_____

**In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>**

**INSTRUCTION TO BIDDERS: PLEASE BE ADVISED THAT THE CITY INTENDS TO AWARD SECTION A & B TO A SINGLE BIDDER AND SECTION C SEPARATELY.**

**Landscape Maintenance and Mowing listed in Section 6 / Section A – Landscaping Services Table Items 1-17 by Location. Pricing for less frequent tasks to be included in site visit pricing:**

Item #	Description	Quantity	Unit Price	Extended Price
1	Round Rock Sports Center	42		
2	Multipurpose Complex	42		
3	Police Department	42		
	<b>Subtotal: Section A</b>			<b>\$ _____</b>

**Landscape Maintenance and Mowing listed in Section 7 / Section B – Landscaping Services Table Items 1 - 11 for Downtown Round Rock Locations, Roundabout and Approaching Island Beds. Roundabout is a separate location that requires less visits**

Item #	Description	Quantity	Unit Price	Extended Price
4	Main Street	42		
5	Preet Plaza / City Hall	42		

**ATTACHMENT A: BID SHEET  
(CONTINUED)**

<b>6</b>	Centennial Plaza/MOOC	42		
<b>7</b>	Transit Center	42		
<b>8</b>	All Street Tree Wells Downtown	42		
<b>9</b>	Landscape Maintenance of Roundabout and Approaching City Island Beds	12		
	<b>Subtotal: Section B</b>			\$ _____
	<b>Grand Total: (Section A + Section B)</b>			\$ _____

**Litter Pickup and Trash Empty listed in Section 8 / Section C – Table Item 1**

	Item #	Quantity	Unit Price	Extended Price
<b>10</b>	Litter Pickup and Empty Trash	260		
	<b>Grand Total: (Section C)</b>			\$ _____

**NOTES:**

**Bidder(s) are to provide a list of suggested flowers for planting in Downtown area flower beds as part of your bid response. Flowers shall be approved by the City prior to planting. Flower beds will be planted four (4) times per year.**

**ACKNOWLEDGEMENTS**

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. Further, by signing and submitting this response the Respondent acknowledges:

- That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.
- The respondent is not currently delinquent in the payment of any debt owed to the City.

Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.

The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms and conditions outlined in this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

Yes       No

**Response shall include one (1) signed original and three (3) copies of bid response.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Failure to sign response will disqualify response.

Landscape Maintenance & Mowing Services  
IFB No. 17-013  
Class/Item: 988-36 / 988-52  
May 2017

## ATTACHMENT B MAPS



Round Rock Sports  
Center Map.pdf



Downtown  
Landscape Areas.pdf



Multipurpose  
Complex.pdf



Police Department  
Map.docx

**NOTE: Landscape Maintenance and Mowing Services boundary maps for Multipurpose Complex, Police Department, Center, and Downtown areas will be posted separately to the City of Round Rock website as Attachment B.**

**ATTACHMENT C:  
BIDDER'S QUESTIONNAIRE**

Any and all firms considering the Landscape Maintenance and Mowing Services contract, must complete and submit the information requested below.

NOTE: This is a part of the bid and bidders who fail to submit this information will be considered non-responsive.

CONTRACTOR NAME: \_\_\_\_\_

PHYSICAL ADDRESS OF EQUIPMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

1. State the number of years your firm has provided landscape maintenance and mowing services \_\_\_\_\_ / years.
2. State the number of employees who will be designated to work on this contract:  
\_\_\_\_\_
3. EQUIPMENT LIST: List all equipment you plan to dedicate to this project(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Attach a separate sheet if necessary. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.

4. Does your business plan on using subcontractors? Yes \_\_\_\_\_ No \_\_\_\_\_

NOTE: If yes, bidder(s) shall provide a list of subcontractors with their bid response, which is to include subcontractor business name, address, contact name, and telephone number on a separate sheet of paper.



Landscape Maintenance & Mowing Services  
IFB No. 17-013  
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May 2017

**ATTACHMENT E  
ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE:** If multiple addendums have been issued, Bidders may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

**Addenda Acknowledgment:** The undersigned acknowledges the receipt of the following Addenda:

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Bidder (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Landscape Maintenance & Mowing Services  
IFB No. 17-013  
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May 2017

**ATTACHMENT F  
NOTICE TO PROCEED - EXAMPLE**

**Example - "Notice-to-Proceed" Document for bidder's reference "Only".**

City of Round Rock

**NOTICE TO PROCEED**

**TO:** JOHN Q. CONTRACTOR, LAWN MOWER CONSTRUCTION

**FROM:** CITY INSPECTOR

**SUBJECT:** START OF MOWING CONTRACT, CYCLE XX

**DATE:** JUNE 1, 2017

This is the official notice to proceed with ground's maintenance of Quadrant ROW 1. Please review the specifications in the contract and begin this cycle.

**SCOPE OF WORK: Multipurpose Complex by June 15, 2017.**

Contract specifications will be strictly enforced for the duration of this contract.

Remember to clean off curbs and sidewalks. Notify this office of any large piles of debris.

Fax daily "Work Record Summary" of completed areas to: Fax number is 512-218-2227.

If you have questions, please call me at 512-218-6607.

Contractor Name\_\_\_\_\_

Authorized Representative Signature\_\_\_\_\_

City Inspector Signature\_\_\_\_\_

Print Name Print Name\_\_\_\_\_

Date\_\_\_\_\_

**Note: Notice-to-Proceed must be signed and dated and have the appropriate Work Summary reports turned into City Inspector before another Notice to Proceed is issued.**