

Request for Proposal #2019B
Muenster Independent School District
113 E. 7th Street P.O. Box 608 • Muenster, Texas 76252
Administration Office • Telephone (940) 759-2281 • Fax (940) 759-5200

REQUEST FOR PROPOSAL # 2019B
Grounds Maintenance

March 20, 2019

The Muenster Independent School District is accepting proposals by mail or in person at the Administration Office, 113 East 7th Street or P.O. Box 608, Muenster, Texas 76252 for grounds maintenance service. Information regarding this RFP for Grounds Maintenance may be obtained by calling Steven Self at the Muenster ISD Administration Office at 940-759-2281 or via email steven_self@muensterisd.org or on the MISD website <http://www.muensterisd.net>

Proposals will be received for **RFP # 2019B beginning on March 20, 2019 and until Thursday, April 18, 2019 at 3:00 p.m.** Proposals will be opened and read on Tuesday, April 23, 2019. A recommendation will be made to the Muenster Board on May 8th at the Regular Monthly Board Meeting.

Proposal envelopes must be plainly marked with the RFP #2019B Grounds Maintenance to the attention of Steven Self, Superintendent. The Administration Office may open unmarked submissions to properly identify them. Bidders are therefore advised to correctly mark their submissions in order to protect the integrity of their bid and to fully avail themselves to the request for proposal process.

Bidders accept all responsibility for forwarding the proposal to the address above within the specified time or it will be returned unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

The Muenster Independent School District reserves the right to accept or reject any or all proposals in the best interest of the district and to waive any informalities or irregularities in the RFP process.

Contact: Steven Self at 940-759-2281 steven.self@muensterisd.org

RFP # 2019B
Grounds Maintenance

RETURN IMMEDIATELY

to
Steven Self
Fax (940) 759-2281
steven.self@muensterisd.org

The Muenster Independent School District Business Office bids and proposals are available on line. If you downloaded a bid you are required to return the following information back via fax to **(940) 759-5200** or email, steven.self@muensterisd.org as soon as you print this document so that you may be added to the vendor list to receive addendums to this bid/proposal.

If you have any questions, please contact Steven Self at (940) 759-2281 or email at steven.self@muensterisd.org

Name _____

Title _____

Organization _____

Street Address _____

Mailing Address _____

City _____

State _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

GENERAL TERMS AND CONDITIONS

RFP #2019B Grounds Maintenance

I. APPLICABILITY

These conditions are applicable and form a part of the contract documents for the service contract and a part of the terms of each purchase order for service included in the specifications and bid forms issues herewith.

II. FINALITY AND CORRECTNESS

All bids shall be deemed final, conclusive and irrevocable, and no offer shall be subject to correction or amendment for errors or miscalculations by the bidder

III. WITHDRAWAL OF BIDS

Bids may be withdrawn or amended until the date and time due, at which time they become the sole property of Muenster Independent School District.

No bidder may withdraw his bid for a period of 30 calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the owner during this period.

IV. DISTRICT SPECIFICATIONS

Have been developed minimal standards as to the usage, materials, and contents based on their needs.

V. BIDS SHALL BE SUBMITTED ON THESE FORMS

Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid. In case of error in extension, unit price shall govern. Bids received after the date and time of bid opening of the specified bid will not be considered. Bids received without proper signature will not be accepted.

VI. ONLY SEALED BIDS ARE ACCEPTABLE

Faxed or emailed bids will not be accepted by Muenster Independent School District since the process does not provide the delivery of a sealed bid.

VII. QUESTIONS

Concerning this bid shall be addressed to Steven Self at 940-759-2281.

VIII. EVALUATION OF BID

According to Policy CH (LEGAL) the District takes into account the following considerations: price, experience and reputation, quality of goods or services, safety record, and any other relevant factor specifically listed in the request for proposal. It is not the policy of Muenster Independent School District to purchase on the basis of low bids/price alone. The District reserves the right to accept or reject any or all offers, to waive any formalities and to accept the offer that is determined to be the best value to the District. By signing the bid a bidder affirms that, to the best of his/her knowledge, the bid has been arrived at independently and is submitted without collusion with anyone to obtain information or gain favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this bid.

IX. CONTRACTS AND PURCHASE

Will be put into effect by means of a purchase order executed by the Business Office after the bid has been awarded. Orders may be submitted by email, fax or mail. No valid orders will be submitted without a District approved purchase order number. Any additional agreements/contracts to be signed by Muenster Independent School District shall be included with the bid.

X. CONTRACT PERIOD

This agreement is designed to secure firm, fixed pricing for the services specified herein. Any contract resulting from this bid will be effective for a period of one (3) years. The contract shall be renewable by mutual consent on an annual basis for 2 years thereafter, subject to funding. This agreement may be terminated by either party by giving the other party written notice of such intent not less than thirty (30) days prior to the effective date of termination.

XI. AVAILABILITY OF FUNDS

The award of this contract is dependent on the availability of funding. In the event funds do not become available, the contract may be terminated or the scope amended. A thirty (30) day written notice will be given to the vendor, and there shall be no penalty incurred by Gunter Independent School District.

XII. PERSONAL INTEREST IN CONTRACT

Any Muenster Independent School District Board of Trustee who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, the member is not required to abstain for further participation.

XIII. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer or employee between Muenster Independent School District and the contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees and will not be covered by the District's Worker's Compensation Program.

XIV. ORDINANCE, LAW, REGULATION AND FEES

The contractor shall comply with all local, state, and federal ordinances, laws and regulations pertaining to the operation. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.

XV. INVOICE

The following rules apply to render an invoice for payment:

- Invoice will be accepted only for services/products that have been delivered and received.
- Mail invoices to Muenster Independent School District, Accounts Payable, 113 E. 7th Street P.O. Box 608, Muenster, TX 76252.
- Date of payment will be considered the date payment is mailed. If no discount is offered or accepted, payment terms will be net thirty (30) days.

XVI. TAXES

Muenster Independent School District is exempt from all applicable Federal and State Tax. Tax exempt information will be furnished upon request. Please contact Carol Klement, Accounts Payable for this information.

XVII. VENUE

Both parties agree that venue for any litigation arising from this contract/purchase order shall lie in Cooke County, Texas.

XVIII.INSURANCE

The contractor shall take out, pay for and maintain in effect at all times during the execution of the work under the contract, Worker's Compensation Insurance as required by applicable State Law, in carriers acceptable to Muenster Independent School District.

The successful bidder must provide these insurance requirements to Steven Self, Superintendent within ten (10) days after awarding this bid. Only the original copies or a notarized copy of Certificate of Insurance will be accepted. If the deadline for the above insurance requirement is not met within ten (10) days, this will result in the loss of the contract.

INSTRUCTIONS TO BIDDERS

RFP #2019B GROUNDS MAINTENANCE

SCOPE

Muenster Independent School District is requesting proposals to **mow, weed eat, blow off sidewalks, pick up trash/limbs, and trim shrubs and weed landscaped areas.** Contractor should have the ability to complete grounds maintenance service to all specified District grounds within a week during the months/times outlined in the specifications below. Contractor will be responsible for any property damage incurred as a result of accident or negligence.

SITE VISITS

Site visits are recommended for all potential bidders. Contact Steven Self at 940-759-2281 to schedule an appointment.

PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence satisfactory to the Owner that he has sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

SPECIFICATIONS

Description of grounds and general schedule for mowing

All Areas to be maintained total approximately 18.5 Acres

*Weekly or as needed (approximately 25 times March - October)**

High School/Cafetorium & Middle School Campuses, Hornet Gym, Practice Gym, Ag Barn, Administration Building and 800 Building

Boundaries for mowing include:

Western boundary – Oak St.

Northern boundary – E. 8th St.

Eastern boundary – Fence Line just to the east of Practice Field

Southern boundary – E. 7th St.

Trees trimmed at High School Middle School and Administration as needed

Elementary Campus

Boundaries for mowing include:

Western boundary – Walnut Street

Northern boundary – E 9th Street

Eastern boundary – Stadium Fence

Southern boundary – E 8th Street

Stadium Area

The football field has Astroturf so it will not be mowed

Mowing inside the stadium fence

Mowing the practice field

Undeveloped areas

The area between the Field House and the Transportation Fence will be mowed.

Weed eating would only be necessary around the practice field and around the West edge of the bus barn and Field House.

**RFP #2019B
GROUNDS MAINTENANCE**

The following information **must be returned** along with any other information that you feel would be of benefit to your proposal. **This information must be placed in a plainly marked envelope with RFP #2019B Grounds Maintenance.**

**RFP #2019B
Grounds Maintenance**

Name of Company: _____

_____ Felony Conviction Notice (Page 8)

_____ Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying (Page 9)

_____ References (Page 10)

_____ Proposal Form (Page 11)

_____ W-9

FELONY CONVICTION NOTICE

RFP #2019B Grounds Maintenance

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), state “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”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Company Name: _____

Printed Name/Title of Authorized Official: _____

Check only one of the following:

- My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.
- My firm is **NOT** owned nor operated by anyone who has been convicted of a felony.
- My firm **IS** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

Signature of Company Official: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL
AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT
OF INTEREST & ANTI-LOBBYING

RFP #2019B
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By submission of this bid, the undersigned certifies that:

1. Neither the bidder nor any of bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other bidder or potential bidder any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any other bidder, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly the Muenster Independent School District Board of Trustees between bid submission date and award by the Muenster Independent School District Board of Trustees.

3. No officer, or stockholder of the bidder is a member of the staff, or related to any employee of the Muenster Independent School District except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.

Signature/Title: _____

Printed Name: _____

Date: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

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Proposal must include three references for whom your firm has provided similar products/services within the last three (3) years. Please include company name, name of contact person and telephone number of reference.

COMPANY NAME	CONTACT PERSON/TITLE	PHONE NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name: _____

Signature/Title: _____

Printed Name: _____

Date: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

PROPOSAL FORM

**RFP #2019B
Grounds Maintenance**

Please provide a price proposal for the projects described in this RFP package.

<u>Item</u>	<u>Price</u>
District Grounds Maintenance Year 1	\$ _____
District Grounds Maintenance Year 2	\$ _____
District Grounds Maintenance Year 3	\$ _____

Please include the number of staff you will be utilizing and the schedule for work (number of hours/days, number of times per year) here:

Company Name: _____

Signature/Title: _____

Printed Name: _____

Date: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL