



**REQUEST FOR PROPOSALS (RFP)**

**Contractual Mowing & Code Compliance Abatement for Lawn Mowing**

**Invitation for Proposals**

The purpose of the Request for Proposal (RFP) is to obtain quotes and/or bids for providing mowing maintenance to City property and right-of-way and additional quotes and/or bids for Code Compliance Abatement for lawn mowing for the City of Freeport, TX. for October 2021 – October 2024.

All Communication regarding this RFP and for obtaining a complete RFP packet of information should be directed to;

Cathy Ezell  
Finance/Human Resource Director  
200 West 2<sup>nd</sup> Street  
Freeport TX. 77541  
[cezell@freeport.tx.us](mailto:cezell@freeport.tx.us)

To be considered, each contractor must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet. The proposal bid form must be signed and include a statement as to the period during which the proposal remains valid.

Responses to this RFP will be evaluated based on a selection process consisting of:

- A review by the city of the contractor’s response to the RFP, to determine if the proposal meets all criteria for consideration.
- Relevant experiences, project understanding, project requirements, strength of the proposal, and proposed fees.

Every effort will be made to adhere to the following schedule:

- |                                     |  |
|-------------------------------------|--|
| • Distribute RFP                    | Date: September 30, 2021               |
| • Pre-Bid site inspections with PWD | Date/Time: October 7, 2021 9:00 a.m.   |
| • Proposal Submission Deadline      | Date/Time: October 14, 2021 10:00 a.m. |
| • Selection                         | Date: October 18, 2021                 |

Note: Pre-Inspection of locations must be scheduled with our Public Works Director Lance Petty at 979-709-5700 prior to bid acceptance.

Proposals will be accepted until 10:00 am on **October 14, 2021.**

Envelopes shall be clearly marked “Requests for Proposal – Mowing 2021/2024” on the outside of the envelope.

## Instructions for Bidders

The City of Freeport is requesting bids to mow public land space and public right-of-way and additional quotes and/or bids for Nuisance Abatement Services. The City desires contractors to supply mowing service for City land and right-of-way with additional Code Compliance Abatement Services for lawn mowing. The selected contractor will be responsible for mowing maintenance services to the City of Freeport for the season from October 2021 through October 2024. Please refer to Exhibit A for the complete list of locations to be mowed.

## Scope of Work

The work to be completed will include weekly mowing of all established grasses and vegetation within each reported area in a neat and professional manner. Vegetation in and around structures, sidewalks, trees, parking areas, or other similar items shall be mowed to a neat appearance as well as string trimmed (weed eater, etc.). the contractor shall neatly mow grass and vegetation to a height requested by the Parks Supervisor. All trash and debris in the mowing area shall be removed from the area before and after mowing by the contractor. Grass and vegetation clippings shall be blown or swept off of walkways, driveways, trails, sidewalks, city streets etc.

The chosen contractor must be able to respond to and comply with all elements listed in this section. Failure to comply can and will result in termination of a bid proposal or service contract. Elements include:

- Mowing grass height set forth by the Parks Supervisor
- Grass clippings will not be mowed or blown into streets and roads
- Mowing over garbage is prohibited
- All garbage must be picked up and disposed of
- Damage to trees, light posts, sign posts, etc. by mowers or string trimmers is prohibited
- Equipment operators must wear at all times high visibility reflective safety vests, jackets, or shirts while operating equipment in the City.

## Selection Process

The City will take into account such matters it considers appropriate in selecting the successful contractor. The City reserves the right to contract with one or more vendors for maintenance and mowing and to reject, for any reason, any and all bids. Evaluation criteria will include:

- The contractor's understanding of the assignment and ability to follow bidding instructions
- The contractor's proposed fee for individual Code Compliance Abatement for Lawn Mowing and one lump sum for maintenance to City property and right-of-way
- The experience and qualifications of the contractor
- References (provide a minimum of three account references)

## Bidder Qualifications & Proposals

The requirements of contractors interested in submitting proposals:

1. Clearly outline (on the provided bid form) the unit price Code Compliance Abatement for Lawn Mowing and a total lump sum for Contractual mowing services for City property and right-of-way for the season (October 2021 thru October 2024)
2. Submit summary of your experience and qualifications
3. Submit three account references that you currently service
4. Submit a certificate of liability insurance and automobile/mowing equipment insurance (the contractor will need to name the City as additional insured and meet the following liability limits if awarded a maintenance contract; \$1.0 million per occurrence). Also, submit proof of statutory worker's compensation coverage under Texas law.
5. Specify the staff to be involved (primary contact, mowing operators, single proprietor, clerical contact, and owner's agent).
6. Submit two (2) copies of the proposal packet (failure to not submit two full copies of your proposal may result in your proposal not being considered).

The contractor should be aware of the following:

- The proposal should confirm that neither the contractor nor any employee would be in a conflict of interest with respect to the proposal if the contractor were to be selected to perform the services required.
- All proposals will be property of the City of Freeport TX.
- The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview contractors, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful contractor.
- Sealed envelopes marked "Request for Proposal – Mowing 2021/2024 with the proponent's name and address shown on the upper left hand corner of the envelope, must be received at City Hall, Attn: Cathy Ezell, Finance/Human Resource Director, 200 West 2<sup>nd</sup> Street Freeport TX, 77541 prior to 10:00 am on September 2, 2021.

## Terms and Conditions

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. The contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City.

3. Any damage of public or private property caused by the contractor' operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the City. The contractor shall inform the City of any damage caused by the contractor's operation on the day of such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the contractor such cost as may be reasonable and related to damaged caused by the contractor, and deduct these costs from any payment due the contractor.
4. It is mutually agreed understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without previous written consent of an authorized representative of the City of Freeport; but in no case shall consent relieve the contractor from his obligations or change the terms of the contract.
5. The contract may be canceled or annulled by the City in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. The City of Freeport reserves the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the contractor. Failure of the contractor to deliver services within the time stipulated, unless extended in writing by the City of Freeport, shall constitute contract default.
6. Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and numbers of supervisors handling this contract. The contractor shall return all calls within one (1) hour of the City placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the City. The contractor must assign a crew leader to monitor all work being performed within the City. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.
7. The undersigned hereby affirms and states that the prices quoted herein constitute total cost to the City for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered collectively.
8. Payment for contractual mowing services shall be made in twelve (12) equal payments, once all work has been completed in a satisfactory manner and the specifications stated herein have been met, for the following months: October, November, December, January, February, March, April, May, June, July, August, and September following receipt of an invoice from the

contractor for the month in question. Payments for Code Compliance Abatement Lawn Mowing shall be billed separately. In order to ensure sufficient time for the payment to be processed, invoices must be submitted for payment on the first (1) Wednesday of each month. If an area is missed and not mowed the same week, a minimum deduction of \$25.00 will be deducted from the invoice per occurrence. For larger areas, the average mowing costs will be determined for similar categories and an appropriate deduction will be applied.

This Agreement entered into on \_\_\_\_\_.

Date

\_\_\_\_\_

OWNER (Signature)

\_\_\_\_\_

Contractor (Signature)

\_\_\_\_\_

(Print Name and Title)

\_\_\_\_\_

(Print Name and Title)

## Exhibit A

ID	Location	Description	Frequency	Level of Service	Price
1	(East & West Park Ave. between 2nd St. and 4th St.)	Memorial Park	Weekly	Mow/Trim/Blow	
2	Hwy 288 to Yaupon (2 <sup>nd</sup> St.)	Medians	Weekly	Mow/Trim/Blow	
3	1800 Blk of 4th St -Dixie to Hwy 288 (North Side)	ROW	Weekly	Mow/Trim/Blow	
4	Hwy 288 - 4th to 36 Bridge	Medians/ROW	Weekly	Mow/Trim/Blow	
5	Hwy 288 - 2nd St to Victoria	ROW	Weekly	Mow/Trim/Blow	
6	HWY 288 -Victoria to Chlorine Rd	Entrance/ROW	Weekly	Mow/Trim/Blow	
7	Gulf -Hwy 288 to Velasco	ROW	Weekly	Mow/Trim/Blow	
8	Velasco - 2nd St to Gulf	ROW	Weekly	Mow/Trim/Blow	
9	Second St – Velasco to Yaupon	ROW	Weekly	Mow/Trim/Blow	
10	Second St – Velasco to Nat Hickey	ROW	Weekly	Mow/Trim/Blow	
11	Second St (Brazos landing)	Median	Weekly	Mow/Trim/Blow	
12	Velasco	Bridge ROW	Weekly	Mow/Trim/Blow	
	<b>TOTAL CONTRACTUAL MOWING</b>				
13	Code Compliance abatement Lot	¼ acre	Upon Request	Mow/Trim/Blow	
14	Code Compliance abatement Lot	½ acre	Upon Request	Mow/Trim/Blow	
15	Code Compliance abatement Lot	¾ acre	Upon Request	Mow/Trim/Blow	
16	Code Compliance abatement Lot	1 acre	Upon Request	Mow/Trim/Blow	
17	Code Compliance abatement Lot	Larger than an acre	Upon Request	Mow/Trim/Blow	

**\*\*\*All Code Compliance Abatement prices are to be per cut. These individual lots will be billed to the City separate from contractual mowing.**

## BIDDER REFERENCES

Name/Business	Address	Contact Person & Phone #
1.		
2.		
3.		

**\*\*\* Must be clients that have a current contract for services with your company \*\*\***

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.