

**Aubrey Independent School District
Request for Competitive Sealed Proposal for
Exterior Landscaping Services**

Due: March 21, 2012

The Aubrey Independent School District (“District”) has issued this Request For Competitive Sealed Proposal (“RFCSP”) to receive sealed bid proposals (“Sealed Proposals” or “Bids”) from prospective landscaping contractors (“Contractor”) for exterior landscaping services (“Landscaping Services”) to be performed at all District facilities (“Facilities”) and to award a contract (“Contract”) to a Contractor for Landscaping Services.

Sealed Proposals may be mailed to the District, or delivered to the District’s Administration Building, located at 415 Tisdell Lane, Aubrey, Texas, 76227. Each Sealed Proposal must receive a date/time stamp from the District’s Administration on the date of delivery to the District, which must appear on the outside of the Sealed Proposal.

To obtain a copy of the Landscaping Services specifications or for additional information contact Marilyn Hampton, at (940) 668-0060, or Dr. James Monaco, Superintendent, at (940) 668-0064.

Timeline:

The Deadline for Submission of Sealed Proposals will be: **12:00 P. M., March 21, 2012**

The Date for the opening of Sealed Proposals will be: **1:00 P.M., March 21, 2012**

The District’s Board of Trustees will consider sealed proposals at a meeting scheduled for **March 28, 2012.**

All Contractor communications must be directed to:

Dr. James Monaco, Superintendent or
Ms. Marilyn Hampton
Aubrey Independent School District
Attn: Landscaping Services Contract
415 Tisdell Lane
Aubrey, Texas 76227
Telephone: (940) 668-0060

Sealed Proposal envelopes must be clearly marked on the outside as follows:

**DO NOT OPEN – LANDSCAPING SERVICES CONTRACT SEALED
PROPOSAL TO BE OPENED ON MARCH 21, 2012**

PROJECT SCOPE

PURPOSE:

To provide effective, efficient, and consistent Landscaping Services to the District in accordance with the quality standard, specifications, policies and procedures promulgated and provided by the District.

SCOPE:

1. Provide scheduled maintenance of all Landscaping Services;
2. Provide all equipment and consumable supplies in providing Landscaping Services;
3. Cost accounting and billing in a manner prescribed by the District; and,
4. Additional work when requested by District.

CONTRACTOR SPECIFICATIONS:

Contractor must meet or exceed: (i) all requirements as contained herein to perform the Landscaping Services; and (ii) insurance requirements as set forth in this RFCSP. All applicable insurance must cover all of Contractor's agents, servants, and employees.

Contractor supervisor shall speak and understand fluent English.

PROJECT SPECIFICATIONS:

These specifications shall cover and include the furnishing of all Landscaping Services, skilled services, labor, material, tools, consumable supplies, insurance, permits and fees necessary to accomplish the Landscaping Services as hereinafter described. It is the intent of this RFCSP to provide the District with District Facilities that are attractive in appearance within the parameters of the original design intent and to keep all plant material in a healthy and vigorous condition. All District Facilities should have a neat and orderly appearance at all times.

SCOPE AND SCHEDULE:

All Landscaping Services shall be rendered in such a manner as shall cause minimum interference with normal operations of the District and with the District's students, employees, visitors, and other persons on or about the District's Facilities.

Contractor shall provide any and all certificates required by current and future regulations for federal, state and local governments.

CONTRACTOR SERVICES:

Perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the District Facilities as required herein. Such work may include, but is not limited to, the following:

1. Lawn Care:

- i. All lawn areas will be mowed once per week during the growing season to a height of 1½ - 2 inches.
- ii. All sidewalks, driveways, curbs, etc. will be edged with a metal blade every regular visit.
- iii. Monofilament line trim around all building edging, etc. every regular visit.
- iv. A glyphosate may be used to create a 6" total width strip around chain link.

2. Shrubs:

- i. All bushes will be pruned and thinned so that their natural shape is retained, except for desired hedges, or to conform to design intent where shearing and balling are required.
- ii. All shrubs will be closely monitored for insect and disease activity. At first signs of infestation, Contractor will determine and apply appropriate method of treatment. Follow up applications will be performed on a timely basis where required for effective control

3. Ground Cover:

- i. Ground cover will be cleaned, edged, trimmed and weeded as needed to keep a neat, groomed appearance.
- ii. Asian jasmine, ivy, honeysuckle, euonymus, vinca lirioppe, and other similar ground covers will be cut to a height of 4-6 inches in early spring in order to prevent woodiness and improve density.

4. Bed Maintenance:

- i. All planting beds, tree rings and other areas with bare soil will be kept clean and free of weeds and lightly cultivated. Over-cultivation will not occur so as to prevent root damage,

5. Trees:

- i. All trees will be pruned one (1) time per year in the dormant season to encourage a proper growth pattern and to remove dead wood.

6. Irrigation:

- i. Damage to sprinkler heads and other parts of the system resulting from Contractor's operations or negligence will be repaired at no cost to the District.
- ii. Once per month, the irrigation system is to be tested by operating and visually inspecting each irrigation section. Operation and coverage are to be checked, adjust arc and alignment or spray, clean clogged nozzles, and adjust timing as needed. A monthly written report of the condition of the system, station by station, with the current controller schedule shall be submitted to the District. **Provide alternate for this service**

7. Extra Services:

- i. All services not covered under this Contract shall be considered "extra services" and will be charged for separately according to the nature of the item of work. The written consent and authorization of the District prior to the performance of such "extra services" items and prior to purchase of any chargeable materials.

8. General landscape repairs to areas damaged to areas by vandalism, vehicles, weather and flooding.

These general terms and conditions are more particularly described in the Landscape Maintenance Program Schedule which is attached to the RFCSP as Exhibit A, and incorporated herein as though fully copied and set forth herein.

Standard Terms and Conditions

1. The successful Contractor shall be required to execute a Landscaping Services Contract (“Contract”), which is attached to the RFCSP as Exhibit B. The Contract shall incorporate the RFCSP, Project Scope, Project Specifications, Scope and Schedule, and Contractor Services, these terms and conditions, and shall be fully part of the Contract, as if thereto attached, or therein repeated. Any proposed change to the Contract, Project Scope, Project Specifications, Scope and Schedule, or Contractor Services must be submitted with the RFCSP.
2. Contractors are cautioned to read this RFCSP carefully, to complete all entries and submit all documents or information requested in the RFCSP. Failing to do so may be materially non-responsive and result in non-consideration of the Bid.
3. Bids received in the District’s Administration Office after the date and time specified in the RFCSP will not be considered. The District is not responsible for failure to deliver in a timely manner, or the non-delivery of the Bid on the part of the mail carrier or courier, and the date/time stamp received in the Administration Office shall be the official date/time of receipt of the Bid. Bids may not be submitted by facsimile or electronic mail.
4. The District reserves the right to accept or reject any and all Bids and to waive any formalities or technicalities if deemed in the best interest of the District. The District additionally reserves the right as sole judge of quality and equality of the Bids.
5. All items and services being proposed must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
6. It is understood and agreed that the Contractor, if awarded a Contract to perform Landscaping Services, agrees to protect, defend, and hold harmless the District from any and all suits or demands for payment that may be brought against the District for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or form a part of the work covered by either order or Contract and, Contractor further agrees to indemnify and hold harmless the District from suits or actions of every nature and description brought against the District for, or on account of, any injuries or damages received or sustained by any party or parties by, or for any acts of the Contractor, its servants, agents, or employees.
7. Any interpretations, corrections, additions, or changes to the RFCSP, Project Specifications, Scope and Schedule, and Contractor Services and these terms and conditions shall be made by addenda or an amendment to the RFCSP. The sole issuing authority of addenda or amendment(s) shall be vested in the District’s Administration Office. Addenda or amendment(s) will be mailed to all who are known to have received a copy of the RFCSP.
8. Each Contractor agrees to hold their offer open for acceptance by the District for no less than sixty (60) days from the RFCSP response date and time.
9. Each Contractor, by making their Bid, represents they have read and understand the RFCSP.

10. Pay applications shall be issued for only those services rendered, unless otherwise agreed to in writing. Payment shall not be due until the invoice(s) are submitted after delivery of the Landscaping Services. Pursuant to Texas Government Code 2251.021, payments will be made within thirty (30) days. Invoices shall be mailed directly to:

**Aubrey Independent School District
415 Tisdell Lane
Aubrey, Texas 76227**

11. The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law. Tax exemption certificates will be furnished upon request.

12. All District property and facilities are a “drug free zone”. The Contractor agrees that no one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a District building or while on District property. The Contractor, its agents, servants, and employees shall strictly adhere to this policy.

13. The Contractor understands and agrees that, pursuant to Texas Education Code §22.0834(d), the Contractor, his agents, servants, or employees will not be allowed to perform any duties in connection with the Landscaping Services Contract at any District Facility until the District has obtained from the Contractor all National Criminal History Record Information (“NCHRI”) for the Contractor and its agents, servants, and employees. The Contractor shall, prior to performing any work under the Landscaping Services Contract, certify to the District, on the form provided with the RFCSP as Exhibit C, that the Contractor has obtained the NCHRI for the Contractor and its agents, servants, and employees and provide this NCHRI to the District.

The Contractor further understands and agrees that the District may obtain the NCHRI and require the Contractor to pay any costs related to obtaining each NCHRI for the Contractor, its agents, servants and/or employees.

Additionally, each Contractor must give notice to the District if a person, owner, or operator of the business has been convicted of a felony on the form provided with the RFCSP as Exhibit C. The District may terminate a contract with a person or a business if the District determines that the person or a business failed to give such notice or misrepresented the conduct resulting in the conviction.

14. The Contractor understands and agrees that that exclusive venue for any litigation arising from this RFCSP or the Contract shall be in Denton County, Texas.

15. Contractors shall submit all questions concerning this RFCSP to Dr. James Monaco, Superintendent. A reply will be sent to all respondents known to have received an RFCSP if the answer provides clarification or will have an impact on the RFCSP response.

16. The Contractor understands that a gift to a public servant is a Class A Misdemeanor offense if the recipient is a government employee who exercises some influence in the purchasing process of the governmental body.

17. The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this RFCSP, or to revise the Contract, if it is in its best interest to do so.

18. The successful bidder, as Contractor, shall carry and maintain in force the amounts of insurance as set forth in the attached Exhibit D to the RFCSP.

Additionally, the Contractor shall provide an endorsement to the Worker's Compensation policy which grants waiver of subrogation in favor of the District. The District shall be listed as additional insured on the Contractor's General Liability Coverage.

The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued and must be acceptable to the District. The District's representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

The policy or policies so issued in the name of Contractor shall also name subcontractors, if any, and the District as additional insureds, as their respective interests may appear. Such coverage shall be primary coverage.

If this insurance contract is written with stipulated amounts deductible under the terms of the insurance policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance.

If the District is damaged by the failure of the Contractor to maintain the insurance required pursuant to the RFCSP, and fails to so notify the District, then the Contractor shall bear all reasonable costs properly attributable thereto.

19. The Contractor understands and agrees that if the Landscaping Services Contract will exceed one (1) year in duration, the District's Board retains the continuing right to terminate the Contract at the end of the budget period during the term of the Contract, and the continuation of the Contract is conditioned on a best efforts attempt by the Board to obtain and appropriate funds for payment of the Contract.

20. The Contractor understands that the District is a governmental body subject to the Texas Public Information Act ("Act"). The Contractor understands that the District will comply with the Act, and with all opinions of the Texas Attorney General's office regarding the Act.

Submissions and Evaluation

1. Your Bid, in order to be considered, must include the properly executed RFCSP Response form, attached to this RFCSP as Exhibit E, and those other items and/or attachments as specified in this RFCSP. The Board of Trustees reserves the right to consider bids not executed on the RFCSP form at their own discretion. **Responses must be legible in order to be considered.**
2. A prospective Contractor must affirmatively demonstrate responsibility via a satisfactory record of performance. The respondent shall submit, with their Bid, a list of three (3) commercial references for which they have provided Landscaping Services within the last two (2) years on the form attached to this RFCSP as Exhibit F. This reference list shall include the institution name, address, contact name, email address, telephone and fax numbers.
3. Contractors shall indicate on their Response Form their regular hours of operation and schedule of holiday or other known closures.
4. Contractors will have been actively engaged in Commercial Landscaping Service which is the subject matter of this Bid for no less than three (3) years. By submitting a Bid the Contractor is affirming that this is a true statement about said Contractor.
5. Contractors will be required to furnish evidence in writing that they maintain permanent places of business, have adequate places of business, and have adequate equipment, finances, and personnel to furnish the Landscaping Services offered in a satisfactory and expeditious manner.
6. The District will evaluate various factors to determine which Contractor will offer the best value for the District in the performance of Landscaping Services. Factors upon which the Contractor will be selected to provide Landscaping Services are:
 - a. *Contract Price – 30%;*
 - b. *The reputation of the Contractor and the Contractor's services – 20%;*
 - c. *The quality of the Contractor's services – 20%;*
 - d. *The Contractor's past relationship with the District – 20%;*
 - e. *Total long-term cost to the District – 10%;*

The District does not award the Landscaping Services Contract on the basis of low Bid alone.

7. It is the policy of the District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

8. Contractor hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the District staff of the Aubrey Independent School District or its Board of Trustees.

9. The District reserves the right to conduct any tests, evaluations or comparisons it deems necessary to complete the evaluation and Bid process.

10. The Board of Trustees for the District is expected to take action on this bid on March 9, 2012. If awarded, the successful Contractor(s) will receive a written notification of acceptance by award letter mailed or otherwise furnished.

11. In accordance with Chapter 176 of the Local Government Code, effective January 1, 2006, a person or entity who contracts or seeks to contract with the District for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the District Records Administrator. Each covered person or entity who seeks to or who contracts with the District. is responsible for complying with any applicable disclosure requirements. The Conflict of Interest Questionnaire is included in this RFCSP as Exhibit G. The Local Government Officers of the Aubrey Independent School District are:

_____, and Superintendent Dr. James Monaco.

12. All Contractors must execute the following Exhibits which are attached to the RFCSP:

Exhibit C – Aubrey Independent School District NCHRI Certification and Felony Conviction Disclosure Statement

Exhibit E – Aubrey Independent School District RFCSP Response Form

Exhibit F – References Aubrey Independent School District Landscaping Services Contract

Exhibit G – Conflict of Interest Questionnaire

The Contractor is invited to submit any additional materials it feels would be of benefit to the District in considering the award of the Contract.

**AUBREY INDEPENDENT SCHOOL DISTRICT
NCHRI CERTIFICATION
FELONY CONVICTION DISCLOSURE STATEMENT**

NCHRI Certification

Pursuant to Texas Education Code §22.0834(d), the undersigned Contractor certifies that the Contractor has obtained all National Criminal History Record Information (“NCHRI”) for the Contractor and its agents, servants, and employees.

The Contractor further certifies that the Contractor has provided the NCHRI for the Contractor and its agents, servants, and employees to the District.

Felony Conviction Disclosure Statement

Section 44.034, Texas Education Code, Notification of Criminal History, 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 has been convicted of a felony. A 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: (i) I have obtained the NCHRI for the Contractor, its agents, servants, and employees; (ii) I have provided the NCHRI for the Contractor, its agents, servants, and employees to the District; and, (iii) the information concerning notification of felony conviction for the Contractor, its agents, servants, or employees has been reviewed by me and the following information furnished is true to the best of my knowledge.

Company Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please print)

EXHIBIT C

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or 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): _____

Details of Conviction(s): _____

Signature of Company Official: _____

**AUBREY INDEPENDENT SCHOOL DISTRICT RFCSP RESPONSE FORM
LANDSCAPING SERVICES PROJECT**

Proposal Open Date & Time:

March 21, 2012, 1:00 P.M.

Proposal Open Location:

**Aubrey Independent School District
Administration Office**

By Dr. James Monaco, Superintendent

RESPOND TO:

Aubrey Independent School District
Attn: Landscaping Services Contract
415 Tisdell Lane
Aubrey, Texas 76227
Telephone: (940) 668-0060

EXHIBIT E

Company Information:

Company Name

Address

State/City/Zip

Area Code & Telephone Number

Area Code & Fax Number

Authorized Representative

Authorized Representative Title

Email Address

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have read and understand all of the Instructions and Specifications contained herein, and that if accepted by the Mount Vernon Independent School District, all of the provisions will be incorporated as part of a binding contract between Aubrey Independent School District and our company. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Authorized Signature

Signature Date

EXHIBIT E

REFERENCES
AUBREY INDEPENDENT SCHOOL DISTRICT
LANDSCAPING SERVICES CONTRACT

List below three (3) references for which you have completed projects for in the past 12 months.

1. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

2. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

3. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address