

White Settlement I.S.D.
Request for Proposals

Proposal #: 04112017
Item: Contracted Mowing Services
Submission Deadline: Tuesday, April 11, 2017; 2:00 p.m.

GENERAL:

The White Settlement Independent School District is requesting sealed proposals for Mowing Services. The district is seeking to contract mowing services on several campuses. The district reserves the right to contract with multiple offerors in order to fulfill its needs. The district reserves the right to contract a quantity less than specified, including not contracting for any mowing services based on the results of submitted offers.

INSTRUCTIONS:

1. Read this Request for Proposal in its entirety.
2. Complete the Proposal Form (Contract Information).
3. Complete the Felony Conviction Notice Form.
4. Complete an Offer Form (Attached) for each offer submitted.
 - a. Make additional copies of Offer Form(s) as necessary.
 - b. Note any variances from the minimum specifications or any additional information under relevant item on the Specification pages.
5. Complete the Reference List (Attached) with clients of similar or greater specifications.
6. Include all the above-completed forms and offer packets and any supplemental information you believe necessary in properly labeled envelope (see below) and submit to the WSISD business office prior to the submission deadline.

SUBMISSION OF OFFERS:

Offers shall be submitted to the Business Office located at the White Settlement I.S.D. Administration Building, 401 S. Cherry Lane White Settlement Texas 76108. **The submission deadline is Tuesday, April 11, 2017 at 2:00 p.m.** The Business Office must receive offers by the above deadline or they will be returned unopened to the sender.

All offers must be received via mail/delivery service or by hand. No fax or email responses will be accepted. Envelope should be labeled with the following information:

Offeror
Return Address

White Settlement I.S.D.
Attn: Business Office
401 S. Cherry Lane
White Settlement, TX 76108

PROPOSAL: 04112017: Contracted Mowing Services
Deadline: Tuesday, April 11, 2017; 2:00 p.m.

Timetable:

Deadline for Submittal of Bid: Tuesday, April 11, 2017
Board Meeting: Tuesday, April 18, 2017
Effective Date of Bid: Monday, May 1, 2017

This Procurement process incorporates walkthrough meetings and other deadlines described within the documents. Any submissions of information or documents to White Settlement ISD (District) pursuant to this proposal is deemed public information by the District unless the Assistant Superintendent of Operations of the District in noticed by the enclosed form and the vendor has followed the process outlined on the form. Failure to follow the process outlined in the enclosed forms may cause your proposal to be rejected as nonconforming. The right is reserved to accept or reject each item or any parts separately or as a whole. **District reserves the right to reject any or all proposals and to waive any informality.** Any references within the following pages of this document to Bid, Request for Proposal (RFP), Competitive Sealed Proposal (CSP) are used interchangeably as the legal method of procurement listed at the top of previous page one of the documents. **It is the responsibility of the vendor to monitor the White Settlement ISD's website at <http://tinyurl.com/wsisdbidopportunities> under Operational Services, for any addenda to the RFP. The Administration office will not provide information in a piecemeal fashion that is included within this document. It is up to the vendor to read the document. Only answers addressing incomplete information or clarification of information will be addressed.**

WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT

By:
Victor Jones, Jr. Director – Maintenance and Operations
vjones@wsisd.net

You are representing to White Settlement ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle one) YES / NO BID

Company Name: _____

Signature of authorized representative _____ Date _____

Printed Name _____ Email _____

Phone() _____ Fax() _____

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

White Settlement ISD – STANDARD PROPOSAL FORMS

All contracts, agreements or any other business affairs with the White Settlement ISD, White Settlement, Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Tarrant County, Texas. Any awards or contracts resulting from this document and the process described herein is not an exclusive award and the White Settlement ISD reserve the right to purchase goods or services described herein from other sources, unless the specifications herein and resulting contract documents expressly provide to the contrary.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of the bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy to the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Texas education code section 44.034 Notification of Criminal History of Contractor

- a) 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.

Vendor response (Must initial): NEGATIVE OR see attached information

- b) 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.
- c) This section does not apply to a publicly held corporation. Initial if (c) applies _____

If awarded under this document, vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services or supply of goods to White Settlement ISD.

Yes _____ No _____

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature _____ Printed Name _____

Company Name and Address _____

Telephone Number (____) _____ Date _____

PAYMENT TERMS

White Settlement ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government code, Chapter 2251.

FUNDING OUT CLAUSE

Pursuant to Texas Local Government code Sec. 271.903, any Proposal/Offer accepted by White Settlement ISD and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds.

VISITOR REGISTRY SYSTEM

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

FINGERPRINT REQUIREMENTS

If vendor's staff will be on a school site where student will be present, vendor must comply with Texas Education Code Chapter 22; see attached. This is required for all Texas Public Schools. If your staff will not be on campus when students are present, you MAY not have covered employees. White Settlement ISD recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have any questions on how to comply, see below.

If you have any questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdsp.state.tx.us and you should send an email identifying you as a contractor to a Texas School District. Texas DPS phone number is 512-424-2472.

The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

BONDING REQUIREMENTS

All Proposers submitting proposals for this work shall comply with the following requirements. **Proposers submitting proposals that do not comply with these requirements may not be considered.**

Each individual proposal package submitted must be accompanied by Bid Security made payable to WSISD in an amount of five percent (5%) of the proposal price (for proposal bond purposes, the proposal price is the "Total Annual cost for Base Service" however, the Contract price shall be awarded by White Settlement Independent School District). Bid Bond shall be in the form of a Bid Bond duly executed by proposer as principal and having as surely thereon, a corporate surety company duly authorized and admitted to do business in the in the State of Texas and licensed by the State of Texas to issue such bond, as a guarantee that the proposer will enter into a Contract and execute required Performance and Payment Bonds within (10) days of White Settlement Independent School District award of Contract. The Performance and Payment bond will be required by the awarded vendor.

Each proposal must be accompanied by information establishing that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and rating or other evidence of company solvency. Proposer must demonstrate to Owner that he can secure required bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue such bond, which bonds shall be written in the form contained in the Project manual without modification.

To Be Signed and Returned

Texas education Code Chapter 22 Contractor Certification for Contractor Employee

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employee. Contractors must certify with the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employee: Employee of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. **Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- (a) A felony offense under Title 5, Texas Penal code; (b) an offense for which a defendant is required to register as a sex offender under chapter 62, Texas Code of Criminal Procedure; or
- (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ (“Contractor”), I certify that

[check one]

None of the employees of Contractor and any subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be ground for contract termination.

Company Name _____

Print Name of Company Representative _____

Signature _____ Date _____

OPENING OF SUBMITTED OFFERS:

Submitted offers will be opened immediately following the submission deadline. Upon opening, the offers will be evaluated and ranked based on the selection criteria (described below). The offeror with the highest-ranking offer will be contacted first to satisfy with the results of the negotiations, then the first offer can be set aside and negotiations with the next higher offeror may begin and so on.

SELECTION CRITERIA:

Offers will be considered based on the following selection criteria (See explanatory notes):

1. Compliance with the Attached Specifications. (25%)
2. Total Price (45%)
3. Reputation of Offeror or References (30%)

Explanatory Notes:

1. Compliance with the Attached Specifications (See Specifications)

The attached specifications indicate minimum specifications. Offers that do not meet the minimum specifications will ONLY be considered if the noncompliant item(s) is/are of slight variance and the offer has a significant advantage in one of the other selection criteria.

2. Total Price

The total price of the mowing contract with all specified specifications and services should be indicated on the offer. The total price should include all costs necessary for final delivery of the specified services.

3. Reputation of Offeror

The district will give preference to offer with the better reputation determined by submitted references.

Official notice of award will be on April 19, 2017 following approval by the Board of Trustees.

If you have any questions, please contact Victor Jones, Director of Maintenance and Operations, at (817) 367-1221.

To: Board of Trustees
White Settlement Independent School District

1. Pursuant to and in compliance with the request for proposal and proposed Bid documents relating to:

GROUNDS MAINTENANCE OF THE OWNER'S PROPERTY

Including Addenda[s] numbered _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed bid documents and with the local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed bid documents, including furnishing any and all labor and materials, and to do all of the work required to complete said work for the following sum of money:

BASE PROPOSAL: All District Grounds Maintenance [including grounds keeping services of all areas; chemical treatment of High Maintenance areas; and all other ground maintenance responsibilities, including athletic maintenance] are included. This proposal shall include all completion of the work as described in the specifications and shown on the drawings.

INCLUDING MOWING DITCHES AT NORTH ELEMENTARY, BLUE HAZE ELEMENTARY, TANNAHILL, BREWER MIDDLE SCHOOL AND BREWER HIGH SCHOOL:

BASE PROPOSAL MAY 1, 2017 THRU AUGUST 31, 2018

_____ Dollars [\$_____]

2. I understand that the OWNER reserves the right to reject any/all proposals, but that this proposal shall remain open and not be withdrawn for a period of thirty [30] days from the date of the proposal opening.
3. If written notice of the acceptance of this proposal is delivered to the undersigned within thirty days after the opening of the proposals, the undersigned will execute and deliver the Bid documents to the OWNER in accordance with this proposal as accepted and will furnish proof of insurance coverage as specified.
4. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
5. The names of all persons interested in the foregoing proposal as principals are:

IMPORTANT NOTICE: If provider or other interested person is a corporation, state where incorporated, and give names of president and secretary. If a partnership, give name of firm and names of all individual co-partners composing the firm; if provider or other interested person is an individual, give first and last name in full.

Licensed in accordance with an act for the registration of contractors, and with license # _____

SIGN HERE

Signature of Provider

Date

NOTE: If provider is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If provider is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address _____

Telephone Number _____

Date of Proposal _____

SCOPE OF WORK

Area to be Serviced:

1. The White Settlement ISD consists of 10 separate sites with a total of 234 acres. Varying degrees of lawn and grounds care are required at site. [See exhibit 2]. Contractors shall include in his proposal all areas within the legal boundaries of the facilities listed. Each provider shall be responsible and verification of actual area totals.
2. All areas outside the structural facilities of the District, including lawns, playgrounds, athletic fields, shrub and tree plantings, patio, parking areas, paved play areas and sidewalks shall be maintained in a safe and groomed condition as described in the Specifications.

Services to be Provided

1. The services to be proposed are described below in Base Proposal and the related exhibits

Base Proposal – all District Grounds Maintenance

1. Shall include in this proposal those elements of the specifications and Exhibit 1 – Grounds Keeping Schedule which is related to a comprehensive, grounds and athletic maintenance program, and grounds keeping services.
2. Work shall include, but not be limited to the following sections of the specifications: **Grounds keeping services, shrubs, miscellaneous requirements, grounds maintenance and athletic maintenance**
3. **ALL WORK (BASE PROPOSAL) FOR ALL FACILITIES (EXH. 1) MUST BE COMPLETED ON SATURDAY.**

SECTION ONE

GROUNDS KEEPING SERVICES

Mowing

1. Lower mowing height in the early spring to one and on-quarter [1 ¼] inches and gradually rise to maximum height of two [2] inches in the summer. Clippings shall be left to disintegrate unless clippings become clumped from wetness or delayed mowing due to inclement weather, in which event Contractor shall either spread or remove the same.

Edging

1. Edging and trimming shall be completed with same day of mowing. Clippings, trimmings, and soil shall be swept or blown off streets, curbs and sidewalks immediately after trimming
2. Utmost care shall be taken during all lawn activities to avoid debris and projectiles from causing harm or destruction to persons, pets or property. Any resulting injury or damage shall be the sole responsibility of the Contractor, and shall be covered by Contractor's insurance.

Weed Control

1. Contractor shall proceed with additional work only after Owner has approved, in writing, the Contractor's estimate of costs for the same.
2. All chemical applications shall be performed by trained personnel, who have met all qualifications for licensing in the State of Texas, and hold a valid license, as well as any local regulation of ordinances.
3. Safety Data Sheets [SDS] shall be maintained by the contractor for all hazardous materials used on the School District's grounds, and shall be provided to the Owner

SECTION TWO

SHRUBS

Pruning

1. All pruning and thinning of plants shall be done so that the natural shapes are retained and to provide an attractive and professional appearance. Pruning of shrubs requirements will consist of a minimum of once a month.
2. Contractor will recommend additional services as needed.

Weed Control

1. Contractor shall use mechanical means to provide weed control in shrub beds and planter boxes.
2. Contractor shall be responsible for damage caused by improper application of chemicals and/or improper use of tools or mechanical devices. Replacement of destroyed or damaged plants shall be the responsibility of the Contractor if caused by same.

SECTION THREE

MISCELLANEOUS REQUIREMENTS

Trash Control

Contractor shall be responsible for removal of all trash and debris from those areas to be mowed at the time workers are conducting their mowing and before leaving the site. Repeated failure to properly execute this duty within a reasonable period of time after notification may result in dismissal of Contractor. **Mowing over trash, litter or debris is strictly prohibited.**

Winter Maintenance

As needed during the dormant season, leaves and other debris which collect in landscaped areas, drainage channels, downspouts or underground drainage conduit shall be removed and disposed of properly.

General

1. Weeds in sidewalk and pavement cracks shall be controlled by both chemical and hand pulling. All fences, play equipment, backstops, goalposts, etc..., shall be free of undergrowth by chemical or mechanical trimming.

MOWING OF DITCHES AND RETENTION PONDS

1. Facilities with ditches: Brewer Middle School, North Elementary, Blue Haze Elementary, Tannahill Intermediate and Brewer High School ((2)Retention Ponds)
2. Ditches on Owner's property shall be maintained to an adequate level to prevent poor drainage, insect and pest infestation and an accumulation of trash or debris. See Exhibit 1 for frequencies.
3. Removal of trees and bushes in ditches.

CONTRACTOR COSTS RESPONSIBILITIES

Contractor costs include, but are not limited to the following:

All wages, salaries, benefits, and training of employees.

Social Security taxes, state and federal unemployment taxes, general liability and umbrella insurance premiums, worker's compensation insurance premiums, and medical and hospitalization insurance premiums if applicable

Uniforms & picture identification for Contractor's employees

Payroll preparation and all other accounting functions

Contractor's corporate overhead costs including support staff, office and warehouse storage, vehicles, radios, cellular phones and pagers

All necessary vehicles, trailers, and equipment, and fuel.

Damage to any WSISD property, or personal vehicles located on WSISD property.

Contractor Insurance: Contractor shall obtain and keep in force during the term of the Agreement:

1. WORKER'S COMPENSATION INSURANCE, in conformance with the State of Texas law and Employer's Liability.
2. Commercial General Liability
3. Bodily Injury, \$1000,000 combine single
4. Property Damage, \$1,000,000 aggregate
5. Contractual Coverage Automobile Liability
6. Bodily Injury, \$250,000 per person/\$500,000 per accident
7. Property Damage, \$100,000

Criminal background check, drug testing, and physical examinations of Contractor's employees as required by WSISD

STAFFING

Contractor shall interview, screen and train all personnel. Contractor's personnel shall be neat and clean in appearance and uniformed for easy identification while on WSISD's premises. The Contractor must provide company photo identification cards and name tags for their employees. Uniforms and photo ID badges must be worn by employees at all times.

Contractor shall insure that all personnel shall abide by all safety rules and regulations either set forth by WSISD, or by the Federal, State or Local governments.

Contractor further agrees that, upon request by WSISD, Contractor will immediately remove from service any employee who, in WSISD's opinion, is guilty of improper conduct, is not qualified or needed to perform the work assigned, or whose presence is not in the best interest of WSISD or is related to immoral or criminal activities.

Contractor shall thoroughly investigate the background of each employee who is assigned to WSISD facility and shall not assign any employee to a WSISD facility, who has been convicted of a felony or any crime involving moral turpitude or an inappropriate relationship with a child.

The background check shall include a statewide county search by an approved security company and fingerprinting documents to be submitted within sixty (60) days. A Roster of Results shall be presented BI-monthly to the appropriate district authorized personnel.

In the event any Contractor's employee presents a problem or is undesirable to WSISD, that employee will be removed from the job site immediately and not returned without WSISD's prior written authorization.

Contractor shall conduct routine training and retraining of personnel to insure they maintain an acceptable knowledge level of procedures and safety to insure proper performance.

WSISD and the Contractor agree that the conduct of landscaping personnel is to be guided by a set of rules agreed upon by WSISD and the Contractor and any special written instructions deemed applicable by WSISD. It shall be agreed that landscaping personnel grooming habits will be subject to standards set by WSISD.

Contractor's staff shall contain, at all times, at least one of each of the following licensed employees. The Contractor shall provide copies of current license.

- a. A State of Texas licensed herbicide applicator.
- b. A State of Texas licensed irrigator.

Contractor shall insure that all personnel shall abide by all safety rules and regulations either set forth by WSISD, or by the Federal, State or Local governments

Contractor shall provide a written "Job Description" for all positions utilized on WSISD Landscaping Services, and the Contractor shall provide a company organizational chart. A copy of the Job Descriptions & Organizational Chart shall be given to the Director of Maintenance.

All White Settlement ISD properties are smoke free, drug free, alcohol free, and weapon free school zones violators will be prosecuted.

EQUIPMENT

Contractor will include an initial inventory of equipment in the proposal.

Contractor will provide all necessary tools and equipment necessary to maintain the facilities per the specifications. Including, but not limited to, standard landscaping equipment but also lifts, ladders, tool boxes, lock boxes, key boxes, etc.

Contractor will keep all equipment operating in a safe and efficient manner.

WSISD will periodically inspect all equipment used by the Contractor in WSISD facilities. Equipment determined by WSISD to be unacceptable will be repaired or removed and replaced immediately by the Contractor.

QUALITY ASSURANCE

Contractor must weekly provide in-house inspections of all facilities serviced. It is the responsibility of the Contractor to ensure that all grass, ornamentals, shrubs, groundcover and mulch are in good condition. Failure to provide a satisfactory level of work will result in a credit adjustment to WSISD. WSISD reserves the right to determine the credit adjustment.

Contractor must provide evidence of an existing quality assurance program.

Contractor is subject to inspections and evaluations by WSISD representative. Contractor shall receive written notification of any deficiencies found during these inspections. Contractor is required to furnish evidence of completion within one week of all punch list items resulting from these inspections. Failure to correct deficiencies or to provide a level of service satisfactory to WSISD will result in a credit adjustment to WSISD. WSISD reserves the right to determine the credit adjustments.

SUPERVISION

Contractor must furnish an English-speaking supervisor to oversee work performed during regular course of service and will be available on callback without additional cost to WSISD where necessary as result of failure to perform duties required.

SECURITY

Contractors employees are required to wear identification badges with pictures and Company uniforms at all times, when on WSISD property.

Contractor service vehicles shall be clearly marked with company signage identifying the vehicles as belonging to the contractor.

INDEMNIFICATION

Successful Proposer shall defend, indemnify and save harmless Owner and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, person, or property arising out of the award of the contract or on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid shall pay any judgment costs which may be obtained against WSISD growing out of such injury or damages.

SUPPLIES & EQUIPMENT

The Contractor will furnish all landscaping supplies and equipment necessary to perform all of the above services described herein, unless otherwise expressly stated in the contract.

QUALIFICATIONS of PROPOSERS

Each Contractor shall submit for consideration such record of work and further evidence as may be required by WSISD regarding experience, financial standing and assurance that they have, or will promptly provide, suitable expertise, personnel, supplies and adequate inventories to satisfactorily complete the work specified. The qualification data shall include, but not be limited to, the following:

1. Contractor must be licensed to do business in the State of Texas.

WSISD reserves the right to award the contract to the Contractor which can affirmatively demonstrate it's ability to provide the required services as described herein in the most efficient and/or effective manner. WSISD reserves the right to contact any or all references. WSISD further reserves the right to visit any or all references to enable WSISD too fairly analyze the Contractor's services. **WSISD reserves the right to accept or reject any or all bids.**

Contractor further states that its authorized representative has personally toured the designated facilities and fully understands the scope of work. Failure to tour the facilities will result in bid not being considered.

Contractor must inspect sites through scheduled meetings with a representative from the Support Services Department. All campus sites must be visited by proposers without any interruptions to any one in the schools. All questions are to be answered by the Maintenance Department as previously stated. A list of all facilities is attached with the approximate acreage per site.

PAYMENT/INCREASES

- A. After the initial contract term, the District reserves the right to extend the

Contract for five (5) additional one year periods if the vendor and the District mutually agree. Renewing the contract would imply doing so under the same terms and conditions. A price re-determination may be considered by the District only at the anniversary date of the contract

B. The payment for the service within this bid will extend over the contract period with payments invoiced every month. Each invoice amount will be determined by facilities serviced during that invoice period.

C. District agrees to pay Contractor for other special landscaping services or work order request, upon written approval by the District's authorized representative.

INSPECTIONS

Contractor will make inspections with the Director of Maintenance upon request and furnish written plan of action as to how and when he or she proposes to correct any discrepancies. In order to eliminate complaints, the Contractor shall have a regular systematic inspection by his or her supervisor to assure maximum efficiency at all times.

WSISD shall not be billed for any services that are not provided, no matter what the cause of "interruption of services", inclement weather, or otherwise.

Performance

The District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default of this contract. The District reserves the right to terminate the contract in the event the successful fails to ("For Cause"):

1. Substantially meet delivery or completion schedules.
2. Otherwise, substantially perform in accordance with the accepted proposal

This contract may be cancelled by the School District upon forty-five (45) days written notification "For Cause" or sixty (60) days written notification for "No Reason".

Breach or default by contractor authorizes the District to either award the contract to another proposal respondent or purchase landscape maintenance for another contractor and charge the full cost to defaulting party or have District personnel perform the landscape maintenance and charge the defaulting party at the District's current overtime rate.

EXHIBIT 2

Facilities

All acreage is the approximate acreage of property at each facility. Contractor is responsible for becoming familiar with each facility, and obtaining dimensions.

Elementary Schools

Liberty Elementary - *Approximately 10.7 acres*

7976 Whitney Drive

White Settlement, Texas 76108

Child Nutrition included in this site.

North Elementary - *Approximately 13.5 acres*

9850 Legacy Drive

Fort Worth, Texas 76108

West Elementary - *Approximately 10.2 acres*

8901 White Settlement Road

White Settlement, Texas 76108

Blue Haze Elementary – *Approximately 17.8 acres*

601 Blue Haze Drive

Fort Worth, Texas 76108

Fine Arts Academy - *Approximately 15.3 acres.*

8301 Downe Drive

White Settlement, Texas 76108

Include 2 lots on Downe Dr.

Intermediate School

Tannahill Intermediate School *Approximately 16 acres*

701 American Flyer Blvd.

Fort Worth, Texas 76108

Includes ditch north of school

Administration – *Approximately 3.77 acres*

401 S. Cherry Lane

White Settlement, Texas 76108

Middle School Complex –Approximately57.5 acres

Brewer Middle School
1000 South Cherry Lane
White Settlement, Texas 76108

MESA High School
1000A South Cherry Lane
White Settlement, Texas 76108

Operations
1313 Mary Kay Lane
White Settlement, Texas 76108

Transportation
1316 Mary Kay Lane
White Settlement, Texas 76108

High Schools

Brewer High School
1025 W. Loop 820 N.
Fort Worth, Texas 76108

Includes courtyard areas, the common areas around the Football Stadium, tennis courts, road frontage on the East side to Loop 820, and Silver Creek.

District will maintain four (4) practice fields, Softball field, Baseball field and Football Stadium grounds.

Support Facilities

Special Program– *Approximately 8.8 acres.*
8500 Rockway Dr.
White Settlement, Texas 76108

Includes field to the east and inside fenced around portable builds.

**SITE PLANS CAN BE PICKED UP AT OPERATION FACILITY
LOCATED AT 1313 MARY KAY LANE WHITE SETTLEMENT
TEXAS 76108**

WHITE SETTLEMENT I.S.D.
Request for Proposals

Proposal #: 04011017
Item: Contracted Mowing Services
Submission Deadline: Tuesday, April 11, 2017; 2:00 p.m.

Contracted Mowing Services Reference List

OFFEROR: _____

1. Company: _____
Contact Name: _____
Location (City, State): _____
Phone: _____ Fax: _____

Client for # of Years: _____ years Current Customer? Yes / No

Average amount of annual business/contract (est.):\$ _____

2. Company: _____
Contact Name: _____
Location (City, State): _____
Phone: _____ Fax: _____

Client for # of Years: _____ years Current Customer? Yes / No

Average amount of annual business/contract (est.):\$ _____

3. Company: _____
Contact Name: _____
Location (City, State): _____
Phone: _____ Fax: _____

Client for # of Years: _____ years Current Customer? Yes / No

Average amount of annual business/contract (est.):\$ _____

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No.1. Section 44.034. 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 officer 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.
Please complete the information below.**

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.

Vendor's Name: _____

Authorized Company Official's Name (Please print or type): _____

A. My firm is a publicly held corporation: therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

Date: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

Date: _____

C. 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: _____ Date: _____

FORM 1295 REQUIREMENT

Effective January 1, 2016, House Bill 1295 requires all Vendors that are awarded a contract in excess of \$50,000.00 to provide the District a copy of a FORM 1295. The REQUIRED form must be completed on the Texas Ethics Commission's website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .

Respondents must use the online application to enter the required information on Form 1295 and print a copy of the form which will provide a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

White Settlement ISD
Maintenance and Operations Department

EXHIBIT 1

Groundskeeping Schedule

Mowing/Edge		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
	Entire Campus & Practice Fields	2	2	3	4	4	4	4	4	4	2	2	2	37
	Athletic Competition Fields	1	1	4	8	8	8	8	8	8	6	8	1	69
*REMOVE LITTER BEFORE MOWING														
Trimming and Bed Maintenance														
	Shrubs and Beds	1	1	1	1	1	1	1	1	1	1	1	1	12
Ditches/Retention Ponds														
	Tannahill and Brewer Middle School Ditch	1	1	2	2	2	2	2	2	2	2	2	1	21
	Blue Haze , North Ditch	0	0	1	0	0	1	0	0	1	0	0	1	4
	BHS Retention Ponds	0	0	1	0	0	1	0	0	1	0	0	1	4