



# Hunters Crossing Local Government Corporation Request for Proposal

**REQUEST FOR PROPOSAL NUMBER: PKS-2019-1**

**PROJECT TITLE: REQUEST FOR PROPOSAL FOR BEST VALUE CONTRACT FOR MAINTENANCE, MOWING, IRRIGATION AND LANDSCAPING SERVICES FOR THE HUNTERS CROSSING SUBDIVISION LOCATED IN BASTROP, TEXAS.**

**SEALED PROPOSAL DEADLINE DATE AND TIME: November 29, 2018, 2:00 PM.**

**SEALED PROPOSAL OPENING DATE AND TIME: November 29, 2018, 2:00 PM.**

Proposers must submit complete original RFP Packet.

*No proposals submitted after the above deadline will be accepted.*

Contact: David Junek, Parks Superintendent, [djunek@cityofbastrop.org](mailto:djunek@cityofbastrop.org)



The Hunters Crossing Local Government Corporation (“LGC”) is accepting Competitive Sealed Proposals for a **BEST VALUE CONTRACT FOR MAINTENANCE, MOWING, IRRIGATION AND LANDSCAPING SERVICES FOR THE HUNTERS CROSSING SUBDIVISION LOCATED IN BASTROP, TEXAS**, with an option for three (3) additional one-year renewals if.

**PROPOSERS MUST SUBMIT THE COMPLETE ORIGINAL RFP PACKET.** Proposals will be accepted by the City Secretary’s office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 **UNTIL 2:00 PM LOCAL TIME, on November 29, 2018.** Proposals will be publicly opened and read aloud on November 29, 2018 at 2:00 PM. for products/services listed above.

Specifications, proposal forms, and instructions to proposers are posted on **[www.cityofbastrop.org](http://www.cityofbastrop.org)** for vendors to download. Neither the LGC nor the City of Bastrop (“City”) are responsible for any vendor’s costs associated in the preparation of the proposal. Also, should a vendor propose an alternate, any test costs to prove equality of product will be at the expense of the vendor, not the LGC or City.

Any proposals received after the time and date listed above, **regardless of the mode of delivery**, shall be returned unopened.

**Any technical questions should be directed to David Junek at [djunek@cityofbastrop.org](mailto:djunek@cityofbastrop.org).**

The LGC reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest in the LGC.

David Junek, Parks Superintendent, [djunek@cityofbastrop.org](mailto:djunek@cityofbastrop.org)

**\*\*\* VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION. \*\*\***

- PROPOSAL PACKET:** You must submit every document specified in the proposal packet.
- PERIOD OF CONTRACT:** Contract will be for a period of one (1) year effective January 1, 2019 after LGC Board approval, with an option to renew for three (3) additional one (1) year periods.
- GENERAL CONDITIONS:** This contract shall be for the primary purpose of cost-effective professional maintenance, landscaping, mowing and irrigation services for the Hunters Crossing Subdivision located at East State Highway 71 and State Highway 304. However, the LGC reserves the right to purchase services from the next two lowest proposers should the primary vendor (best value proposer) be unable to supply the requirements of the City. The next highest ranked proposer shall be called, if also unable to supply, the third highest ranked proposer shall be called. If none of the three highest ranked proposers are able to supply services as required, the LGC reserves the right to purchase services on the open market.
- ORDERING:** Material, if any, furnished under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.
- CANCELLATION OF CONTRACT:** Either party may terminate this contract with a thirty (30) day written notice.
- INVOICING AND INSURANCE** Invoices and insurance will be sent to the following:  
  
City of Bastrop Public Works Department  
PO Box 427  
Bastrop, TX 78602
- NON-APPROPRIATION FUNDS:** Non-appropriation of funds for services or purchases by the LGC shall render this contract null and void.
- INSURANCE REQUIREMENTS:** Please read the insurance requirements. Make sure you can meet them as listed. If you are awarded the proposal, you must be able to obtain the necessary insurance within five (5) days.
- QUESTIONS:** Any technical questions regarding these specifications or contract may be directed to David Junek, at (512)332-8922 or [djunek@cityofbastrop.org](mailto:djunek@cityofbastrop.org) on Monday through Friday, between the hours of 7:00 AM – 3:00 PM.

## INTENT

It is the intent of these specifications to describe the professional maintenance, landscaping, mowing and irrigation services for the Hunters Crossing Subdivision located at East State Highway 71 and State Highway 304 for which the LGC is requesting proposals, in order to establish an annual contract. The contract awarded as a result of this Request for Proposal shall be for a period of one (1) year from the date of the award. The LGC reserves the right to renew the contract for three (3) annual renewals, if it is in the City's best interest and agreed upon by the successful proposer.

## MINIMUM SPECIFICATIONS

The LGC is requesting proposals for **BEST VALUE CONTRACT FOR MAINTENANCE, MOWING, IRRIGATION AND LANDSCAPING SERVICES FOR THE HUNTERS CROSSING SUBDIVISION LOCATED IN BASTROP, TEXAS** . The Scope of Work is attached as Exhibit A. Proposals must include the itemized price sheet, attached as Exhibit B, and the Proposal Submittal, attached as Exhibit C. All improvements shall meet the LGC and City of Bastrop specifications.

## AWARD CRITERIA

In determining which proposal offers the "best value," the city will consider the following criteria:

- Description of Contractor's experience in providing the services requested. Max. Value - 20%
- Key personnel and proposed staffing plan. Max. Value - 10%
- Inventory of materials, equipment and supplies to be used by the Contractor. Max. Value 10%
- A minimum of three (3) references from parties on whose behalf services of similar size and structure to the Scope of Work described in this RFP in the past five (5) years for clients with which the Contractor had two (2) or more years of successful service. Max. Value 20%
- Safety program and procedures. Max. Value 10%
- Price and sufficiency/completeness of bid information. Max. Value 30%

## **SIGNATURE AND COMPANY INFORMATION**

Company Name	
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Tax ID Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

**SUBMITTAL OF PROPOSAL:**

**REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL RFP PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.**

Be sure your envelope is completely and properly identified and sealed, showing the proposal number, proposal due date and proposal name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED!**

**Mailing Address or Hand Delivery or Delivery Service**

**City of Bastrop, City Hall  
City Secretary's Office  
1311 Chestnut Street  
PO Box 427  
Bastrop, Texas 78602**

**PROPERLY IDENTIFIED ENVELOPE (10" x 13" Clasp or Sealed Envelope)**

**(RETURN ADDRESS)**

**(STAMP)**

**CITY OF BASTROP  
CITY SECRETARY'S OFFICE  
1311 CHESTNUT STREET  
PO Box 427  
BASTROP, TEXAS 78602**

**PROPOSAL NUMBER: PKS-2019-1  
PROPOSAL DEADLINE AND OPENING: NOVEMBER 29, 2018 at 2:00 PM  
PROPOSAL NAME: BEST VALUE CONTRACT FOR MAINTENANCE, MOWING, IRRIGATION AND LANDSCAPING SERVICES FOR THE HUNTERS CROSSING SUBDIVISION LOCATED IN BASTROP, TEXAS**



**NON-COLLUSION STATEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporations, firms, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this proposal.

**EXECUTION OF OFFER**

It is understood by the undersigned that the right is reserved to reject any or all written Proposals for this service. The prices stated in response to the RFP includes the furnishings of all products. In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this Proposal with a false statement is a material breach of Contract and shall void the submitted Proposal or any resulting Contracts and the Proposer may be removed from all Proposal lists. By signature below the Proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this Proposal.

Company Name	
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

## ACCOUNTS REFERENCE LISTING

All proposers should enclose an Accounts Reference Listing, having a *minimum* of three (3) references from parties on whose behalf services of similar size and structure to the Scope of Work described in this RFP in the past five (5) years for clients with which the Contractor had two (2) or more years of successful service.

Please list Company Name, Address, and Person to Contact, Phone Number, and Email address:

1.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_
  
2.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_
  
3.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_
  
4.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_
  
5.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_



**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the LGC and City of Bastrop's proposal process. The City contact referenced on this Invitation to Bid will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Bastrop recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program  
 Texas Building Procurement Com.  
 PO Box 13047  
 Austin, TX 78711-3047  
**(512) 463-5872**

**OR**

North Central Texas  
 Regional Certification Agency  
 624 Six Flags Drive, Suite 216  
 Arlington, Texas 76011  
**(817) 640-0606**

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Company Name	
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

**CHECK ALL THAT APPLY:**

- Minority-Owned Business Enterprises \_\_\_\_\_
- Women-Owned Business Enterprises \_\_\_\_\_
- Disadvantaged Business Enterprises \_\_\_\_\_

**LGC and City of Bastrop**  
**COOPERATIVE PURCHASING FORM**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes\_\_\_\_\_

No\_\_\_\_\_

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the LGC and City of Bastrop will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this proposal. All purchases by Governmental Entities other than the LGC and City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The LGC and City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

**HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION AND CITY OF BASTROP**

**INDEMNIFICATION**

The Contractor agrees to indemnify, hold harmless and defend the LGC and City, their officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, the LGC, City and Contractor, that the indemnity provided for in this Contract indemnifies and protects the LGC and City from the consequences of the Contractor's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the LGC and City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

**INDEPENDENT CONTRACTOR**

Contractor acknowledges that Contractor is an independent contractor of the LGC and City and that Contractor is not an employee, agent, official or representative of the LGC or City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the LGC or City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Bastrop Contracts. I have read the provisions and agree to the terms of these provisions.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION

## GENERAL INSTRUCTIONS TO PROPOSERS

### 1. ELIGIBLE PROPOSERS

Proposers are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

### 2. PROPOSAL DELIVERY

Proposals must be received in the City Secretary's office prior to the stated due date and time. It is the sole responsibility of the Proposer to ensure timely delivery of the completed RFP. The LGC and City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the proposer. Late proposals will be returned to the proposer unopened.

Proposers are reminded that the U.S. Postal Service deliveries may be delayed. Proposers are responsible for on-time deliveries of proposal documents to the City of Bastrop, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

### 3. PROPOSAL DOCUMENTS

**Review of Documents:** Proposers are expected to examine all documents that make up the proposal. Proposers shall promptly notify the LGC of any omission, ambiguity, inconsistency or error that they may discover upon examination of the proposal. The LGC and City assume no responsibility for any errors or misrepresentations that result from the use of incomplete Proposals.

**Location of Documents:** The Department Head or designee issues RFPs. The location and phone number is specified in the RFP.

**Preparation of Proposal:** Each proposer must furnish the information required by the proposal on the documents provided. Proposals submitted on other than the forms included in the proposal package may be considered non-responsive. Any attempt to alter the wording in the proposal may result in rejection of the proposal.

**Taxes:** Purchases of goods or services for the LGC and City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful proposer should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the LGC or City be liable to pay taxes for which the LGC and/or City has an exemption.

**Brand Name or Equal:** If the proposal indicates brand name or "equal" products are acceptable, the proposer may propose an "equal" product as an alternate proposal but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

**Delivery Time:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any LGC and City purchase. If the indicated date cannot be met, or the date is not indicated, the proposer shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

**Prices:** Proposals shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

**Signature:** The proposer must sign each document in the proposal requiring a signature (when applicable). If addenda are issued, the proposer must initial any physical change made to the proposal.

**Bid bond:** If a bid bond is required for this purchase, the requirement will be reflected in the specifications of the proposal package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the proposal submitted) must be submitted at the time the proposal is submitted. The bond company must be licensed to do business in the state of Texas.

**Proprietary Information:** All material submitted to the LGC and City becomes public property and is subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and clearly marked proprietary at time of submittal. The LGC and City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Proposal Preparation Costs:** All costs associated with preparing a proposal in response to a proposal solicitation shall be borne by the proposer.

**Payment Terms:** All payment terms shall be “Net 30 Days” unless specified in the proposal document.

**Credentials:** Copies of W-9, business licenses, professional certifications or other credentials, together with evidence that Proposer, if a corporation, is in good standing and qualified to conduct business in Texas must be included in the proposal packet.

#### 4. SUBMISSION OF PROPOSALS

By submitting a response, each Proposer certifies that it understands this RFP and has full knowledge of: 1) the scope, nature, quality, and quantity of the work to be performed, 2) the detailed requirements of the services to be provided; and 3) the conditions under which the services are to be performed and that it had the right to ask any relevant questions prior to submission of the proposal. Each Proposer certifies that it understands that all costs relating to preparing and responding to this RFP are the sole responsibility of the Proposer. The Proposer acknowledges and understands that the contract will be awarded to the Respondent who provides the **BEST VALUE** to the LGC for these services based upon the criteria noted herein.

The Proposer shall read and understand the circumstances, requirements, and procedures under which this RFP is provided, including undertaking an inspection of the Property at issue, before submitting a proposal to the LGC and City.

Unless otherwise specified, proposers are required to submit the following:

- “**original**” signed proposal packet;
- one (1) **copy** of original proposal packet;
- flash drive of completed proposal packet documents

**Documents Required With Proposal: ALL ENCLOSED DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL PRIOR TO THE DEADLINE.**

**Addendums:** Receipt of Addendums must be acknowledged by signing and returning Addendums with the proposal, if requested. It is the proposer’s responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through [www.cityofbastrop.org](http://www.cityofbastrop.org) (when applicable) and in the City Secretary’s office. Failure to return any and all issued addendums, if requested, may adversely affect the proposer’s opportunity for award.

#### 5. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

**Modification of Proposal:** Proposals may be modified in writing at any time prior to the due date and time.

**Withdrawal of Proposal:** Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the proposer) at any time prior to the due date. A proposal may also be withdrawn in person by a proposer, provided the withdrawal is made prior to the due date. The proposer must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. The LGC and/or City may require proof of agency from person withdrawing proposal.

#### 6. OPENING OF BIDS

The Public Works and/or Parks department representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open and read aloud all proposals received on time.

## 7. EVALUATION FACTORS AND AWARD

**Evaluation:** Proposers may furnish pricing for all or any portion of the proposal (unless otherwise specified). However, the LGC and City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the LGC and City. Proposals that specify an “all or none” award may be considered if a single award is advantageous.

**Award:** The LGC shall award the proposal to the lowest responsible proposer or to the proposer who provides goods or services at the best value for the LGC. When determining the “best value”, the following criteria will be considered:

- Description of Contractor’s experience in providing the services requested. Max. Value - 20%
- Key personnel and proposed staffing plan. Max. Value - 10%
- Inventory of materials, equipment and supplies to be used by the Contractor. Max. Value 10%
- A minimum of three (3) references from parties on whose behalf services of similar size and structure to the Scope of Work described in this RFP in the past five (5) years for clients with which the Contractor had two (2) or more years of successful service. Max. Value 20%
- Safety program and procedures. Max. Value 10%
- Price and sufficiency/completeness of bid information. Max. Value 30%

**Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.**

**Acceptance of Proposal:** Acceptance of a proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a proposal for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a proposal shall become a part of the contract. Under no circumstances will the LGC or City be responsible for goods or services provided without an acceptance signed by an authorized LGC or City representative.

**Reservations:** The LGC expressly reserves the right to:

1. Specify approximate quantities in the proposal;
2. Extend the proposal opening date and time;
3. Consider and accept alternate bids, if specified in the proposal documents, when most advantageous to the LGC;
4. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any proposal or proposal procedure (a minor informality is one that does not affect the competitiveness of the proposer);
6. Add additional terms or modify existing terms in the proposal;
7. Reject a proposal because of unbalance unit proposal prices;
8. Reject or cancel any or all proposals;
9. Reissue a proposal; and/or
10. Procure any item by other means.

## 8. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER

**Certificates of Insurance:** When insurance is required, the proposer must provide certificates of insurance in the amounts and for the coverage required to the Public Works Department within five (5) business days after notification of intent to award, or as otherwise required by the proposal specifications.

**Payment, Performance, and Maintenance Bonds:** When payment, performance, and/or maintenance bonds are required, the proposer must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the proposal specifications.

**9. CONTRACTOR SELECTION**

If awarded, the contract shall be based on the LGC's evaluation criteria and compliance with proposal requirements.

**10. COMPLIANCE WITH LAWS**

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the LGC and City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

# HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION and CITY OF BASTROP STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised RFPs; however, these may be superseded, whole or in part, by the **Instructions to Proposers** or data contained herein.

**\*\*\* VENDOR TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS “NON-RESPONSIVE TO SPECIFICATIONS” AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. \*\*\***

2. SHOULD YOU CHOOSE NOT TO SUBMIT, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, proposer must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The LGC reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire proposal.
6. **ALTERNATE AWARD:** The LGC reserves the right to award a vendor proposal as an “ALTERNATE AWARD”. The alternate vendor's proposal shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.
7. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the proposal document.
8. **PAYMENT TERMS:** All Payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, proposal must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the LGC. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
10. **DELIVERY PROMISE-PENALTIES:** Proposals MUST show the number of calendar days required to placing the materials in the possession of the LGC. DO NOT quote shipping dates. Consistent failure of a proposer to meet delivery promises without valid reason may be cause for removal from the Bidder's List. When delivery delays can be foreseen, the proposer shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, etc., pertaining to the proposal/quotation.



13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the LGC and City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid. Scoring on evaluation criteria determines Best Value Proposer.
15. **FUNDING:** The City of Bastrop is a home-rule, municipal, government operated and funded on October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
16. **ASSIGNMENT:** The successful proposer shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the LGC and City
17. **AUDIT:** The LGC and City reserve the right to audit the records, as it pertains to this proposal, and performance of the successful proposer during the term of the contract and for three years after the contract is completed.
18. **INSURANCE:** The LGC and City require vendor(s) to carry the minimum insurance as required by State Law.
19. **PROTEST:** All protests regarding the proposal solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of proposals. This includes all protests relating to advertising of proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the proposal process.
  - This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
  - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **SUMMARY SHEET:** Proposers desiring a copy of the proposal summary/tabulation may request same by enclosing a self-addressed stamped envelope with proposal. **PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Public Works Department (512) 332-8920.
21. **LATE PROPOSALS:** Proposals received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The LGC and City are not responsible for lateness of mail, carrier, etc.
22. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.
23. **PRESENTATION OF PROPOSAL:** No oral, telegraphic, telephonic, or facsimile proposal will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the LGC and City of Bastrop in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this RFP and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the LGC and City of Bastrop. Addendum will be sent to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addendums by signing and returning in proposal packet (if requested).
26. **CONTRACTOR SHALL**, release, defend, indemnify and hold harmless the LGC and City and their officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend the LGC and City against all such claims.

In its sole discretion, LGC shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify city, unless such right is expressly waived by LGC in writing. LGC reserves the right to provide a portion or all of its own defense; however, LGC is under no obligation to do so. Any such action by LGC is not to be construed as a waiver of contractor's obligation to defend LGC and City or as a waiver of contractor's obligation to indemnify LGC and City pursuant to this contract. Contractor shall retain LGC and City approved defense counsel within seven (7) business days of LGC's written notice that LGC is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, LGC shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by LGC.

27. **TERMINATION FOR DEFAULT:** The LGC and City reserve 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 LGC in the event of breach or default of this contract. The LGC and City reserve the right to terminate the contract immediately in the event the successful proposer fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the LGC and City to award proposal to another proposer, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful proposer.
28. **TESTING:** LGC and City reserve the right to test equipment, supplies, material and goods proposal for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.
29. **REMEDIES:** The successful proposer, LGC and City agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bastrop County, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this proposal shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.
32. **F.O.B/DAMAGE:** Proposals shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The LGC and City assume no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the LGC of damage.
33. **PROPOSAL OPENINGS:** All bids submitted will be read at the regularly scheduled proposal opening for the designated project. **However, the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the LGC and City accept such proposal as responsive.**

The LGC and City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The LGC and City will notify the successful proposer upon award of the contract and, according to state law, all bids received will be available for inspection at that time.
34. **TERMS:** The terms and conditions of the proposal will be considered when evaluating for award. The LGC and City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low proposal.
35. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the LGC or to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and the burden of proof of such stature rests with offerors. LGC and City shall act as sole judge in determining equality and acceptability of products offered.

36. **RIGHT OF INSPECTIONS:** LGC and City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
37. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the LGC, City, and the offeror.
38. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the LGC or City until the LGC and City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
39. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the LGC or City shall have a financial interest, direct or indirect, in any contract with the LGC or City, or be financially interested, directly or indirectly, in the sale to the LGC or City of any land, materials, supplies or services, except on behalf of the LGC or City. Any violation of this provision shall render this contract voidable at the discretion of the LGC and City.
40. **TARGET Bastrop:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality, and price.
41. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
42. **TERMINATION WITHOUT CAUSE:** The LGC and City shall have the right to terminate the contract, in whole or in part, without cause, any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The LGC and City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
43. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with LGC or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either LGC or Contractor.
44. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** A prospective proposer must affirmatively demonstrate proposer's responsibility. The LGC and City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Be otherwise qualified and eligible to receive an award.

45. **NON-RESIDENT PROPOSERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident proposer's state.
  
46. **ALTERNATE AWARD:** The LGC and City reserve the right to award a vendor's proposal as an "ALTERNATE AWARD". The alternate vendor's proposal shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.

**NO BID SHEET**

**FOR**

**PKS-2019-1**

If your firm has chosen **not** to submit a proposal for this procurement, please complete this form and submit to:

**City of Bastrop  
Public Works Department  
1311 Chestnut Street  
PO Box 427  
Bastrop, TX 78602**

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the LGC or City.
- Other reason.

Company Name:

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Authorized Officer or Agent Signature:

---

Telephone: (\_\_\_\_)\_\_\_\_\_ Fax Number: (\_\_\_\_)\_\_\_\_\_

## INSURANCE COVERAGE REQUIRED

**SECTION A.** The awarded vendor shall furnish a completed Insurance Certificate to the LGC and City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE LGC AND CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

**SECTION B.** The LGC and City reserve the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the LGC and City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

**SECTION C.** Subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the LGC and City, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the LGC and City, in the following type(s) and amount(s):

### 1. *Worker' Compensation*

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than \$100,000 for each accident.

### 2. *General Liability*

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

### 3. *Auto Liability*

- (a) Bodily injury - \$500,000
- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Public Works office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the LGC and City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the LGC and City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the LGC and City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the LGC and City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The LGC and City shall be named as additional insured parties on Contractor's general liability policy and any excess/umbrella liability insurance policies.

**PROPOSERS - READ CAREFULLY THE  
FOLLOWING PAGES**

**VENDORS-PLEASE READ AND COMPLETE THE FOLLOWING.**

**IF MORE INFORMATION IS NEEDED, PLEASE CALL  
(512) 332-8920.**



# WHAT IS A “CONFLICTS DISCLOSURE STATEMENT” AND DO I HAVE TO FILE ONE?

## What is H.B. 914?

Effective January 1, 2006, H.B. 914 requires any vendor that wishes to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The conflict of interest questionnaire (FORM CIQ) is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

## What vendors are subject to H.B. 914?

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.

## Does this include a person who buys city property?

The bill appears to apply to all persons or businesses who conduct business with a city, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

## With whom should the statement be filed?

The statement will be filed with the City of Bastrop City Secretary’s Office, 1311 Chestnut Street, Bastrop, TX. 78602

## Who must file a “conflict of interest questionnaire”?

Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a proposal on a city contract) must file a questionnaire.

## To what type of contracts does the bill apply?

As written, the bill appears to apply to any purchase or sale made by the city. When must a vendor file the conflict of interest questionnaire? A person who wishes to conduct business with a city must file a questionnaire no later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

## OFFICE USE ONLY

Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

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

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

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

\_\_\_\_\_  
Date

Adopted 06/29/2007

**THIS INFORMATION PERTAINS TO A FORM THAT ONLY HAS TO BE  
COMPLETED BY THE VENDOR THAT IS AWARDED A CONTRACT**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Submitting Vendor Company Name and Address

**Certificate Number:**

This # is issued once the form has been electronically filed

**Date Filed:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Bastrop County

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

RFB # and Name

**4**

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Authorized Person at Vendor		Check Controlling	

Authorized Person at Vendor

City, State, Country (place of business)

Nature of interest (check applicable)

Controlling

Intermediary

Check Controlling

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Have the completed form Notarized here

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

**AFFIX NOTARY STAMP / SEAL ABOVE**

Sworn to and subscribed before me, by the said \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

## **EXHIBIT A**

### **SCOPE OF WORK**

Notwithstanding the general Scope of Work provided in this Section, the LGC, or the City as its representative, in its sole discretion, shall have the absolute right to limit or decrease the services provided by the successful bidder, at any time, and as necessary and in the best interest of the LGC. Accordingly, all bids submitted to the LGC shall be priced per individual service, as shown on the attached Bid Sheet.

#### **I. Mowing, Landscaping, and Irrigation**

As shown on the map and technical specifications provided in Exhibit "B", the following areas of the Hunters Crossing Subdivision will require irrigation, landscaping, and mowing services, including weeding of all beds, around trees and drains, and trimming to include pruning, thinning out and shaping trees and shrubs in accordance with standard horticultural practice:

- a. 15' ROW setbacks along Hwy 71, FM 304: twelve (12) times a year.
- b. Outside Pool Fence and Pocket park: thirty-six (36) times a year.
- c. Hunters Crossing Blvd., Home Depot Way, Bear Hunter Drive and Hunters Point Drive: twenty-six (26) times a year.
- d. 3' Trail setbacks: twenty-six (26) times a year.
- e. Sports Fields: twenty-six (26) times a year.
- f. Two (2) Entrances: twenty-six (26) times a year.
- g. Drainage Easement Areas: twelve (12) times a year.
- h. Live Oak Tree trimming shall be performed one (1) time a year and under conditions necessary, including generally accepted seasonal conditions, to prevent harm and/or disease to the trees. Once the Oak Trees are trimmed, all cut branches shall be sealed with a prune sealer

All areas of the Property will be serviced so as to keep a neat and tidy appearance as follows.

- a. Pond Maintenance: four (4) times a year.
- b. Weed Control through hand weeding, as needed.
- c. Chemical Treatments, Fertilization, Weed Control, Herbicide, Fire Ant Control, as needed, but at a minimum, as follows.

Chemical treatments will include:

1. Fertilizing using a slow release fertilizer to be applied one (1) time a year.
2. Pre-emergent will be applied two (2) times per year.
3. Appropriate herbicide will be used to control weeds and invasive grass on the property

4. Mound treatment there (3) times a year
- d. Thirty (30) flats of color will be installed two (2) times a year between the two entrances of the Property.
- e. Mulching one (1) time a year, to a uniform depth of 2" of mulch (approximately 703 bags or 52 Cubic yards) will be applied to all appropriate areas including but not limited to shrub beds and tree walls.

**II. Additional Services to be Provided**

- a. Maintain all plant, trees, shrubs and vines in a healthy, vigorous growing condition free from disease and pests.
- b. Maintain soil mulch as needed for an even and uniform appearance over visible soil surface.
- c. Replace annuals in all beds, as required.
- d. Prune all trees annually in the winter (with the exception of Live Oaks, treated as described above) to shape and train and prune dead branches as needed.
- e. Remove litter, broken or fallen branches, sucker growth, and leaves from grounds, as needed.
- f. Monitor and maintain water irrigation system.

## EXHIBIT B

### ITEMIZED PRICE SHEET

Notwithstanding the general Scope of Work provided below, the LGC, or the City, as its representative, in its sole discretion, shall have the absolute right to limit or decrease the services provided by the successful bidder, at any time, and as necessary and in the best interest of the LGC. Accordingly, all bids submitted to the LGC shall be priced per individual service.

For a more detailed description of the services to be provided to the LGC see section EXHIBIT A, Scope of Services. Please note that in addition to the unit costs specifically provided below, the successful bidder shall be responsible for: 1) maintenance of all plants, trees, shrubs and vines in a healthy, vigorous growing condition free from disease and pests; 2) maintenance of soil mulch, as needed, for an even and uniform appearance over visible soil surface; 3) replacement of annuals in all beds, as required; 4) pruning all trees annually in the winter to shape and train and prune dead branches, as needed; 5) removal of litter, broken or fallen branches, sucker growth, and leaves from grounds, as needed; and 6) monitoring and maintaining water system.

<b>DESCRIPTION</b>	<b>Mowing Unit Cost</b>	<b>Mowing Total Cost</b>
15' ROW Setbacks along Hwy 71, FM 304 (12) times a yr.		
Outside Pool fence and Pocket Park (36) times a yr.		
Hunters Crossing Blvd., Home Depot Way, Bear Hunter Dr. and Hunters Point Dr. (26) times a yr.		
Two (2) Entrances: twenty-six (26) times a year.		
3' Trail setbacks: (36) times a yr.		
Sports Fields: (26) times a yr.		
Drainage Easement Areas: (12) times a yr.		
<b>DESCRIPTION</b>	<b>Maintenance Unit Cost</b>	<b>Maintenance Total Cost</b>
Live Oak Tree trimming shall be performed (1) time a yr.		
Pond maintenance (4) times a yr.		
Weed Control through, hand weeding, as necessary		
Fertilization using a slow release fertilizer to be applied (1) time a yr.		
Pre-emergent will be applied (2) times per yr.		
Appropriate herbicide to be used to control weeds and invasive grass??		
Mound treatment three (3) times a yr.		
Thirty (30) flats of color will be installed (2) times a yr. between the two entrances of the Property.		
Mulching (1) times a yr., 2" of mulch (approx.. 703 bags or 52 Cubic yards)		
<b>TOTAL BID PRICE</b>		



**EXHIBIT C**  
**PROPOSAL SUBMITTAL**

Describe in detail your experience in providing the services requested (maximum value: 20%):

[add lines]

List names, titles, and years of relevant experience of key personnel who will staff this project, and describe your proposed staffing plan for the project (maximum value: 10%):

[add lines]

Describe your safety program and procedures (maximum value: 10%):

[add lines]

