



**REQUEST FOR PROPOSALS FOR
TERM CONTRACT FOR PALM TRIMMING
AND PRUNING SERVICES FOR THE CITY
OF BROWNSVILLE**

R.F.P. # PTS-51-1016

PRE-PROPOSAL MEETING DATE: October 11, 2016
PRE- PROPOSAL MEETING TIME: 10:00 AM
At Purchasing Department - Conference Room

PROPOSAL OPENING DATE: October 25, 2016
PROPOSAL OPENING TIME: 3:00 PM



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

Acknowledgment of Receipt
Please submit this page upon receipt.

For any clarifications, please contact Mr. Roberto C. Luna, Purchasing Director, at the City of Brownsville Purchasing & Contract Services Department at (956) 548-6087 or e-mail: purchasing@cob.us.

Please fax or mail this page upon receipt of R.F.P. as soon as possible to the following fax number or e-mail address:

Fax: (956) 546-2711 purchasing@cob.us

If you are unable to respond on this item, kindly indicate your reason for “**Not Responding**” below and fax back. This will insure you remain active on our vendor list.

Date: _____

() **Yes, I will be able to submit a Proposal.**

() **No, I will not be able to submit a Proposal for the following reason:**

Name: _____

Company: _____

Phone #: _____ Fax #: _____

E-mail address: _____

PLEASE NOTE:

Please take a moment to register your Company with the City of Brownsville Purchasing Department or update your registration on our new form at the following web site address: <http://purchasing.cob.us/>

The City of Brownsville is partnering with IPT by BidNet as part of the [Texas Purchasing Group System](#) and will post their bid opportunities to this site. As a vendor, you can [register with the BidNet Direct system](#) and be sure that you see all available bids and opportunities.



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

**TERM CONTRACT FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

R.F.P. # PTS-51-1016

THIS PACKAGE CONSISTS OF:

1. General Conditions and Instructions to Respondent
2. Specific PROPOSAL Conditions
3. Specific Specifications
4. Price Quotation Sheet
5. Equipment List
6. Personnel Information List
7. Miscellaneous
8. General Information Required from all Respondents
9. Certification Form
10. Certification of Eligibility
11. Drug-Free Workplace Certification
12. Disclosure of Interests
13. Statement of Non-Collusion
14. Disclosure of Interests
15. Vendor acknowledgment form.
16. Form for Proposal Deviations
17. Certificate Of Interested Parties – House Bill 1295 – Acknowledgement

NOTICE TO PROPOSERS

Sealed request for proposals will be received by the CITY OF BROWNSVILLE (COB) at the COB Purchasing Department office; 1001 E. Elizabeth Street, 1st Floor, Suite 101, Brownsville, Texas 78521 until **3:00 PM CST, on Tuesday, October 25, 2016**, for the project described in the Contract Documents and Specifications entitled:

PRE-PROPOSAL MEETING:

LOCATION: City of Brownsville
Purchasing/Contracting Conference room
Located at City Hall, 1001 Elizabeth St., 1st Floor, Suite No.101
Brownsville, Texas 78520

DATE & TIME:

PRE-PROPOSAL MEETING DATE: October 11, 2016
PRE- PROPOSAL MEETING TIME: 10:00 AM

The contract requirements will be reviewed at this time.
The City shall issue written responses to questions raised at the Pre-Proposal Conference and to any written questions submitted according to the RFP. These written responses shall become amendments to this proposal package. Any amendments or revisions resulting from the conference will be developed as expeditiously as possible and will be forwarded to all parties requesting this initial package.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

PROPOSALS MUST BE SUBMITTED PRIOR TO: Tuesday, October 25, 2016 BEFORE 3:00PM

TO: City of Brownsville
Purchasing/Contracting Department
City Hall, 1001 Elizabeth St., 1st Floor, Suite No.101
P. O. Box 911 - Brownsville, Texas 78520

Mark sealed PROPOSAL envelope on outside:

**REQUEST FOR PROPOSALS FOR
TERM CONTRACT FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE
R.F.P. # PTS-51-1016**

Proposal Submission:

To be considered, **one (1) original (marked "Original"), five (5) copies, and one (1) electronic version (Acrobat PDF format only, to be submitted up to 24 hours of proposal due date)** of your proposal will be accepted at same address stated below by no later than **3:00 P.M. Tuesday October 25, 2016**. Proposals received after the time and date specified will not be considered.

Proposals must be submitted in sealed envelopes that must be **clearly marked, "RFP # PTS-51-1016 – Term Contract for Palm trimming and pruning Services for the City of Brownsville."** **The name and address of the Proposer must also appear on the face of the envelope.** Proposals will be received/due at **3:00 p.m. on Tuesday, October 25, 2016** in the City of Brownsville Purchasing Dept. Conference Room, City Hall, Suite 101, 1001 E. Elizabeth St., Brownsville, TX 78520.

All proposals opened at the appointed time and place shall remain open for sixty to ninety (60-90) days after the scheduled time for receipt of proposals pending execution of a contract with the successful proposer.

Proposals will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time excluding City of Brownsville holidays before the RFP deadline. It shall be the responsibility of the proposer to deliver the proposal to the proper official at the appointed time and place. Later delivery of the proposal for any reason will disqualify the proposer.

- A. All interested Proposers are required to register with the Purchasing Division in order to receive updates, addenda, or any additional information required. The City of Brownsville is not responsible for any failure to register. Visit Purchasing web site to register and to download any updates at: <http://purchasing.cob.us>
- B. **Inquiries requesting clarification** regarding the Request for Proposal or the content therein must be made in writing and/or electronically and must be received prior to the end of business day on **Thursday, October 20, 2016, before 4:00 p.m.** Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

be handled verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered firms as quickly as possible by addendum.

Submit questions to:

Roberto C. Luna, Jr., Purchasing/Contracting Director
(at the address above) or via e-mail to purchasing@cob.us
Fax: 956-546-2711 - Office: 956-548-6087

- C. Participating Proposers are expressly instructed that the Purchasing/Contracting Department are the only authorized sources of information concerning the solicitation. Contact with unauthorized agents of the City of Brownsville or members of the selection or oversight committees while solicitation and evaluations are in process could result in immediate disqualification.
- D. Proposers shall designate and provide contact information for an individual to contact should any questions arise concerning a proposal. The proposers shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the firm's behalf.
- E. The proposal must be typed or clearly legible so as to convey to the City the full intent and details as to the proposer's services for palm trimming and pruning services throughout the City of Brownsville. Failure to submit detailed information will justify rejection of any proposal submitted hereunder.
- F. To provide the City of Brownsville with evidence the proposer has the necessary qualifications and experience to fulfill the conditions of the Contract, the proposer must submit a fully completed Proposal Form, which shall consist of the entire RFP package, and attachments as necessary for the proposer to provide the required information. Failure to answer all questions completely and furnish all information required may result in disqualification of the proposal. The City of Brownsville reserves the right to thoroughly investigate the experience and record of the proposer.
- G. Addenda: Any addenda to the solicitation issued by the Purchasing/Contracting Department during the time of solicitation for proposals will be considered a part of these documents. Addenda will be furnished to each known recipient of these Proposal Documents. Receipt of such addenda must be acknowledged by the proposer.

ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all services/costs thereto are included in the Proposal.

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

GENERAL INTENT, REQUIREMENTS AND CONDITIONS

1.0 It is the intent of the City to select multiple Contractors ("Multi-Vendor" contract) to provide palm tree trimming and pruning services for the City's Public Works, Green Division, Parks Department and Beautification Committee. The objectives are to obtain the best services while minimizing cost to the City.

2.0 SCOPE: Term Contracts will be awarded for the following:

Furnish all personnel, vehicles, and equipment; including, but not limited to, ladders and/or bucket lifts (use of spikes to climb trees is prohibited in all locations) and hand tools needed to effectively perform levels of service within the geographic limits of the city. There is a 24 Hr. work reject period for all contractors. Once the assignment is accepted, contractors will have 3 days to complete work.

All interested parties who submit proposals will be required to comply with all applicable Equal Employment Opportunity Regulations. The City of Brownsville will affirmatively ensure that Historically Underutilized Business (HUB) Program businesses will be afforded full opportunity to submit a proposal in response to this invitation. Please login to the following hyperlink to review all necessary information on HUB Program rules and regulations.

3.0 ALLOWANCE OF IN-HOUSE WORK: No section or portion of the contract shall be construed or interpreted to preclude the City from accomplishing any task, or undertaking any operation or project, utilizing its own work force.

4.0 TERMS: The term contract will commence upon approval of City Commission and shall expire **September 30, 2019**. The City of Brownsville reserves the unilateral right to extend the life of the contract for **two (2) periods of one (1) year each thereafter**, if mutually acceptable to the supplier and the City of Brownsville.

5.0 PRICE: The price(s) will remain firm/fixed for the initial contract period and may be adjusted in accordance with paragraph 6 below. Must comply with prevailing wages as per the United States Department of Labor <http://www.wdol.gov/dba.aspx> See exhibit "A"

6.0 ADJUSTMENT IN CONTRACTOR PRICE: The unit price(s) established in the contract may be adjusted upon receipt of a written request from the contractor ninety (90) days prior to the renewal period.

Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e. dramatic increase in petroleum based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <http://www.bls.gov/cpi/>. The City of Brownsville will reserve the right to approve or disapprove any request for increased prices.

Revisions on unit prices: it is agreed that prices may be superseded during the contract period only if such revisions are the result of increased in the Gulf coast area. A written notice stipulating in detail the price revision must be furnished to the



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

- 13.0 **INSPECTION AND ACCEPTANCE:** The City's inspection and acceptance of contractual compliance will be accomplished by a City Inspector (to be determined during negotiations). **We reserve the right to reject unsatisfactory work within a 24 hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends)**
- 14.0 **SAFETY MEASURES:** The contractor shall take all necessary precautions for the safety of employees on the work site and shall be directed at all times, as required by job conditions and progress of the work. All necessary safeguards for the protection of the workers and general public must be in place during any progress of work.
- 15.0 **PERFORMANCE:** All work performed shall be of high quality and in accordance with good practices, procedures and industry standards, as well as timely. The contractor must conform to all Federal, State, and local laws and governmental regulations.
- 16.0 **INSURANCE:** The contractor shall, at no expense to the City, instruct their insurance agent or carrier to furnish a certificate of insurance attesting to the issuance of policies affording coverage as required and listed in this section. Certificates required by this contract shall be submitted prior to award of the contract and should be forwarded to:

City of Brownsville
Purchasing/Contracting Department
City Hall 1001 E. Elizabeth St., 1st Floor, Suite No. 101
P. O. Box 911
Brownsville, Texas 78520
Attention: Mr. Roberto C. Luna, Jr., Purchasing/Contracting Director
PROPOSAL # PTS-51-1016

A. The contractor shall furnish and keep in full force during the term of this contract the following insurance coverage:

A. Worker's Compensation Insurance

Amount: Statutory

B) Comprehensive General Liability Insurance

Amount: \$500,000 Each Occurrence
\$1,000,000 General Aggregate

C) Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)

Amount: \$500,000 Combined Single Limit

B. The premiums to be expended for all of the above enumerated policies of insurance shall be paid by the contractor. The policies of insurance, certificates of insurance and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

- C. All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the contractor for the City of Brownsville.
- D. All of the aforementioned policies and certificates of insurance should be issued immediately after the contractor receives notification of award. It should be clearly understood that the contractor is not to commence any work until a written notice to proceed is received from the City. Policies and certificates of insurance must **clearly indicate that they will remain in force for a period of at least twelve (12) months from inception date.**
- E. A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under this contract. The City of Brownsville is to be named as an additional insured.
 - 1) Such required notification must be sent via registered or certified mail to the address indicated in Section 16.

17.0 **RESPONSIBILITY OF CONTRACTOR:** The contractor, at no expense to the City, shall:

- a. Obtain all necessary licenses and permits required in full performance of this contract.
- b. Provide competent supervision during the term of this contract necessary to perform the work as required.
- c. Maintain on site, at all times work is being performed, an individual who represents the contractor and can adequately communicate, both orally and in writing, with any representatives of the City of Brownsville (to be announced).
- d. Take the precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury, that occurs as a result of their fault or negligence.
- e. Perform the work without unnecessarily interfering with other contractors' work or City activities.
- f. Provide all necessary labor, equipment, and materials required to perform the work required by this contract.

18.0 **HOLIDAYS EXCLUDED:** Service will not be required, except in emergency situations, or "special events", on regularly scheduled City holidays. Below is a list of City holidays:

- | | |
|------------------|------------------|
| Veterans Day | Good Friday |
| Thanksgiving Day | Memorial Day |
| Christmas Day | Independence Day |
| New Year's Day | Labor Day |

- After award, the contractor will be furnished with the latest list of City holidays complete with the date of the month and day of the week the holidays will be in effect.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

- 19.0 SUBCONTRACTING: Any person undertaking a part of the work under the terms of this contract, by virtue of any agreement with the contractor, must receive the approval of the Purchasing/Contracting Department prior to any such undertaking. The City may terminate the contract if the subcontracting is done without the Purchasing/Contracting Department's approval.
- 20.0 DISCLOSURE OF INTEREST FORM: Please complete the attached Disclosure of Interest Form and submit with your PROPOSAL.
- 21.0 STATEMENT OF NON-COLLUSION FORM: Enclosed is a Statement of Non-Collusion which must be completed by the vendor and submitted with the PROPOSAL.
- 22.0 RESTORATION OF DAMAGES: The restoration of any damage(s) to City property, or to any adjoining/adjacent private or public property, resulting from the Contractor's performance of this contract shall be the responsibility of the contractor. The contractor will, within two (2) weeks from notification either verbal or formal, contact the claimant and attempt to resolve the claim. All valid claims must be resolved within thirty (30) days of notification. In the event the contractor does not contact the claimant or resolve the claim in the timeframe above; the City may investigate the complaint and determine its validity. Damages determined by the City to be valid and due to the act(s) of the contractor, or other personnel while performing under this contract, may be corrected by the City and the costs incurred deducted from monies due the contractor. Such right of settlement of claims by the City is in addition to the City's rights under "General Conditions and Instructions to Respondent." Repeated failures by the contractor to contact claimants or settle claims may be the basis for termination of the contract.
- 23.0 NON-DISCRIMINATION: A contractor who is the recipient of City funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability.
- 24.0 Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the City. Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.
- 25.0 EVALUATION: For the purposes of evaluation and contract award, the price for the base level of palm trimming and pruning will be considered first; and all additional levels of service will be added for a total aggregate cost of palm trimming and pruning. See the Quotation sheet of this Invitation to PROPOSAL for factors noted above. (See Evaluation Score Sheet that will be used to evaluate each submittal).
- 26.0 TERMS AND CONDITIONS FOR PROPOSALS
- A. The City reserves the right to reject any and all proposals or to waive and accept any irregularity in order to award the concession according to the best interest of the City, as determined in the sole discretion of the City Purchasing/Contracting Agent.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

- B. Proposer assumes all responsibility for complying with all applicable laws and regulations, and instructions and contractual terms, including those contained within Sections II and III of this proposal package, and any amendments resulting from the Pre-Proposal Conference, in formulating and completing the proposal.
- C. The City will not respond to any questions subsequent to the Pre-Proposal Conference unless the question relates to the amendment. Questions pertaining to amendments must be received in writing by the deadlines established at the pre-proposal conference. All Proposers will receive a copy of the City's response to written question received by the due date.
- D. Any statistical data provided is provided by current concessionaires and is for information only. The City will not be held responsible for inaccuracies and further does not warrant the validity of any projected statistical data which may be provided.
- E. The City reserves the right to amend the Agreement Specifications, Section III, during the proposal period. If any changes are made to the Specifications, an addendum or revised draft will be forwarded to all individuals requesting proposal packages following the Pre-Proposal Conference.
- F. The City will reject a company's proposal if it is found that collusion exists between or among Proposers. Incomplete proposals will not be considered.

27.0 TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

All materials submitted to the City of Brownsville pursuant to this Request for Proposals become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the City pursuant to this Request for Proposals is **confidential** under a specific state or federal statute and therefore not subject to the public access, *you must comply with the following:*

- A. Place said documents/records in a separate envelope marked "**Confidential**" **DO NOT** label your entire response to the Request for Proposals as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the City is



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

obligated to produce documents for public inspection even if the documents contain a portion which is confidential, but can redact the confidential parts.

- B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the City requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

If you fail to identify any records submitted as part of your Proposal as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.

28. JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Cameron County, Texas.

29. VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Cameron County, Texas.

SPECIFIC PROPOSAL REQUIREMENTS

30. DELIVERY AND PERFORMANCE OF SERVICES: The contractor will furnish all necessary supervision, labor, vehicles, and equipment; including, but not limited to, ladders and/or bucket lifts (use of spikes to climb trees is prohibited in all locations) and hand and power tools needed for the efficient and effective trimming services required within each category as determined by the Greens Division Department.

- a. The contractor will maintain a local office for administrative matters. In the absence of a local office; local telephone communications staffed during normal business hours shall be provided.
- b. The palm trimming and pruning season will be from October 1 to September 30 of each year.
- c. Services may be provided Monday through Sunday between the hours of sunrise and sunset, unless a site has "restricted access." Sites identified as "restricted access" shall be serviced only during normal hours of operation of the site and on Monday through Friday.
- d. All work performed under this contract is to be of the highest industry and City standards.
- e. The contractor will meet with City designated (to be establish) personnel within ten (10) days of the award of the contract to review and establish a mutually agreeable schedule of work for each level of service.



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

- f. If due to climatic conditions palm trimming and pruning services are not required during the term of this contract, the City reserves the right to suspend palm trimming and pruning at no cost to the City. The City will notify the contractor(s) of any suspension and/or resumption of services.
- g. If additional palm trimming and pruning service is required for “special events” or as otherwise instructed by City. The contractor will respond within twenty-four (24) hours to the site designated. All additional work will be at the applicable palm trimming and pruning price proposed. Minimum payment for additional work will be on a per site basis.

31. GENERAL SPECIFICATIONS

1. SCOPE OF WORK: Project areas include but are not limited to the following:

- Palm Boulevard
- Paredes Line Road
- FM 802 East and West of Exp 77/83
- Brownsville Convention & Visitors Bureau
- San Marcelo Boulevard
- Old Alice/West Price Road Triangle
- City Plaza
- Las Palmas Boulevard
- Los Ebanos/Woodruff – Bougainvillea Garden with Welcome to Brownsville Sign
- Billy Mitchell Boulevard
- Southmost Road
- Police Station and Community Network Centers
- Fire Stations
- Airport
- Downtown Brownsville (Washington Street, Levee Street and Adams Street)
- All City Parks including Brownsville Sports Park
- La Plaza at Brownsville terminal (755 International Blvd.)
- B-Metro Maintenance and Warehouse (Jose Colunga St.)
- Other projects as directed

2. Resulting Contract

It is the intention of the City of Brownsville to qualified contractors for Palm Tree Trimming and pruning for all project areas listed above and other areas as directed by The City of Brownsville.

Any agreement or contract resulting from acceptance of a proposal shall be on forms either supplied by, or approved by, the City and shall contain, as a minimum, applicable provision of the Request for Proposal. The City reserves the right to reject any agreement which does not conform to the Request for Proposal and any City requirements for agreements and contracts.

3. Renegotiation



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

During the contract period, the City reserves the right to restate and/or renegotiate with the Contractor(s) such additions, deletions, or changes to the contract as may be necessitated by law or changed circumstances. In the event that the City and the Contractor cannot come to mutual agreement and negotiation on any such addition, deletion or change, that portion of the contract concerning the services in the addition, deletion or change shall be terminated.

4. **Contractor Contract Performance**

During the contract period, the Purchasing Department Director or his/her designee, shall assess the Contractor's performance on the contract and reserves the right to inspect the Contractor's work, materials and methods during any specific project. In the event of a breach of the contract by the Contractor or unsatisfactory performance as assessed by the Public Works Director, or if the Contractor performs in a manner that precludes the City from administering its functions in an effective and efficient manner, and if, after (30) days following written notice to the Contractor, the City will be authorized to cancel the contract, thereafter reserving the right to proceed against the Contractor for any and all damages permitted by law arising from said breach. The Contractor shall not be held responsible for any failure determined to the satisfaction of the Public Works Director to be due to any action or inaction on the part of the City.

5. **Tax Identification Number**

Respondent must note Federal Employer I.D. Number on Proposal Summary Form.

32. **PROPOSAL SCOPE**

1. **Proposal Forms**

Request for proposals are to be submitted on the attached Proposal Summary Form or copies thereof. Request for proposals will not be considered unless they are submitted on this form.

1. It shall be assumed that services which are offered meet or exceed the requirements as stated in the accompanying specifications. This Proposal Invitation presents the City's requirements under proposed methods of operation. Responses to this request should address these requirements.
2. All work and materials shall be done in conformity with the appropriate Standards.

2. **Minimum Qualifications**

- a. Minimum five (5) years experience for all types of palm tree trimming work.
- b. Three (3) references from companies or individuals for whom the respondent has completed work during the past 12 months, of a comparable size and nature as this project. Naming the City of Brownsville as a reference on past-completed projects is unacceptable. However, the City may use prior performance as a grading factor for determining Contractor potential for satisfactory performance of this contract.

3. **Volume of Work**



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

No warranty or guarantee is given or implied as to the types and quantities of services that will actually be required.

4. Award Criteria

The proposal award will be based on Unit Prices (per palm tree) as shown on the Palm Tree Trimming Proposal Summary Form.

33. **GENERAL REQUIREMENTS**

The City intends to apply very strict requirements for timely and accurate additions and more specific requirements as will be necessary.

1. The City's Right to Use Other Contractors

The City reserves the right to provide for additional services from other palm tree trimmers or other type Contractors, if the City so deems necessary. If the City elects to exercise this right, the contract covered by the proposal shall remain in effect as regards all terms, agreements and conditions without penalty or diminution of ongoing palm tree trimming services as contained therein and previously provided by the successful Contractor in this proposal.

2. Payment for Services

Payment will be based on work completed in accordance with the unit prices furnished on the palm tree trimming proposal summary form. Invoices shall reference the proper City purchase order number and the total amount of an invoice shall be paid within 30 days of receipt.

3. Notification of Project

Subsequent to notification of a project, the Contractor shall commence trimming no later than five (5) working days after receipt of a purchase order number. If an emergency condition exists, the Contractor shall respond as quickly as reasonably possible.

4. Separation of Palm trimming and pruning

It is the City's intent that trimming of Washingtonian Palms be conducted in the late Spring time frame (March to May), while Sabal Palms and other Palm trimming and pruning can occur at any time of the year.

5. Tree Contamination Protection Requirements

In order to avoid spreading fungus and other contaminations from one palm to another, the Contractor will be required to take all necessary precautions including dipping pruning tools in bleach between each palm tree.

34. **SAFETY**

1. Contractor will be responsible for safe conduct and use of equipment on job site.
2. All maintenance work must comply with TXDOT requirements and specifications,



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

including prescribed hours allowed for work to be performed, if any, and all safety requirements. Traffic control for trimming using bucket trucks must comply with TXDOT Maintenance of Traffic standards.

Road or highway lane closures should be avoided, however, in the event a lane closure becomes necessary, it must be approved by the City of Brownsville Traffic Department (Attn. Mr. Robert Esparza) with a minimum of 48 hours notice.

35. OTHER REQUIRED SERVICES

Emergency Service:: If palm trimming and pruning is required on any City property pursuant to these contracted services, contractor must trim required palm trees within 24 hours of notice, subject to additional amount, to be negotiated at time of service request.. Respondents to this PROPOSAL invitation must have equipment and trained personnel to perform this service.

36. PERSONNEL AND EQUIPMENT : The following are the recommended minimum personnel and the required minimum equipment.

A. SUGGESTED PERSONNEL: (must have a copy of liability insurance at all times).

- 1) Working Supervisor - 1 each
- 2) Laborer - 2 each

B. REQUIRED EQUIPMENT :

QUANTITY

- | | |
|---|------------|
| 1) Bucket lift (must be able to reach 60 feet high) | - 2 each |
| 2) 20-30 feet high ladder | - 4 each |
| 3) Blower, Gas Powered | - 1 each |
| 4) Hand saw and/or chain saw | - 5 each |
| 5) Assorted Rakes and Brooms | - 5 each |
| 6) Hauling equipment (Trailer-dump truck) | - 1-2 each |

C. All Vehicles and equipment used under this contract shall be:

- 1) In good operating conditions and be provided all needed maintenance to sustain this condition for the duration of this contract.
- 2) Properly registered and insured in accordance with the Motor Vehicle Laws of Texas and in compliance with all Federal, State and local safety regulations.
- 3) Equipped with all required warning lights, a cab mounted revolving or flashing amber light that can be seen from the front, both sides and rear of the vehicle or trailer. Tractor mowers shall be equipped with a standard, rear mounted, "slow moving vehicle" sign as required by the Motor Vehicle Administration of Texas.



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

4) Subject to inspection and approval prior to the award of a term contract and at any time during the term of this contract.

D. Review and evaluation of the capability of any equipment proposed for use under this contract could be required through on-site demonstration at anytime during the contract period.

E. The contractor shall submit a listing of equipment and roster of personnel which will be dedicated to the performance of the work required under this contract and a plan of operation which will demonstrate the contractor's ability to perform the work specified in an efficient, effective, and acceptable manner.

This information shall be submitted with the PROPOSAL response for consideration of any PROPOSAL.

- The City reserves the right to increase or decrease the number of locations, or the frequency of palm trimming and peeling services at any time during the term of this contract at the price quoted per palm tree.

37. MAINTENANCE OF TRAFFIC: The contractor shall be responsible for and provide for the safe and continuous maintenance of traffic throughout the work site while minimizing hazards and inconvenience to vehicular and pedestrian traffic. Maintenance of traffic shall be considered incidental to the service provided and shall include all work and devices needed to fulfill, to the satisfaction of the City, and the requirements of this contract.

A. Traffic (vehicular and pedestrian) must be maintained at all times throughout the entire work site including access to public, private, and commercial entrances, streets and intersections, and sidewalks unless a temporary closure is approved by the Greens Division .

B. The contractor shall operate all vehicles and equipment in or adjacent to the roadway in a manner to minimize the impact on traffic and maintain the maximum number of lanes open at all times.

38. METHOD OF PAYMENT:

a. Payment will be on a per site palm trimming and pruning basis for each level of service.

b. Payment is contingent upon the inspection and approval of the Greens Division. (City reserves the right and option to include other City Departments to use these services)

c. The contractor shall submit separate invoices for each site (location) work.

d. Invoices for palm trimming and pruning shall include:

- 1) Date of Invoice
- 2) Purchase Order Release Number
- 3) Palm tree location and /or identification number
- 4) Additional Level of Service
- 5) Itemized Listing including:
 - (a) Date mowed
 - (b) Location



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

- (c) Palm trimmed
- (d) PROPOSAL Cost Per palm tree
- (e) Additional Cost Per palm tree
- 6) Total of Invoice

39 CUSTOMER COMPLAINTS

The Contractor shall within thirty (30) days of the Effective Date establish a written procedure for handling all service complaints from Customers. A copy of such procedure shall be kept at the local office of the Contractor and be provided to the City within such thirty (30) day period. At a minimum the Customer complaint procedure shall provide that all customer complaints will be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. Further the Contractor shall supply the City with copies of all complaints upon City request, indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. In addition the Contractor will keep a telephone log on all customer related phone calls, both incoming and outgoing calls, and shall supply the City with a copy upon request.

40. VEHICULAR IDENTIFICATION

All vehicles and equipment used by the Contractor for palm trimming and pruning services shall be clearly marked with the Contractor's name and telephone number in letters of a size sufficient to reasonably identify the vehicle, but not less than two inches (2") in height. Combination logos including the approved City logo are required. The Contractor shall also assign vehicle an identifying number and shall mark the same upon said vehicles in two prominent locations, in figures not less than two inches (2") in height. All vehicles and equipment shall be painted in a color scheme common to the Contractor so as to enhance the appearance and identification of said vehicles and equipment.

41. RIGHT OF INSPECTION

The City hereby reserves the right to inspect and evaluate the Contractor's operations relating to its performance hereunder either on a continuing or random inspection basis.

Non-Compliance: In the event the City finds the Contractor in noncompliance with the terms of this Agreement, written notification to the Contractor specifying the violation is required as follows. The letter should provide the Contractor reasonable time not to exceed (30) thirty days to cure violation; notwithstanding a situation that poses a threat to health and safety of human life. The Contractor must reply, in writing, as to resolution of violation. In the event of material breach of any term of this agreement, the City Commission shall by resolution adopted at a City Commission meeting give the contractor formal notice of the material breach of the agreement, and contractor's failure to cure such stated cause within (30) thirty days upon receipt of said notice. A copy of the resolution shall be promptly delivered to the contractor via certified mail at the address provided herein. The contractor shall have no more than (30) calendar days from the date of delivery of the resolution to correct or relieve the material breach of the agreement and notify the City Manager, in writing of the action for remediation taken by contractor to



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

correct or relieve the material breach of the agreement. Should the City Commission at its reasonable discretion determine that Contractor failed to correct or relieve the material breach of the agreement, the City Commission, by resolution may terminate this agreement. Such termination shall be effective at the reasonable discretion of the City Commission the best interest of the community and to protect the health and safety of the residents.

42. BOOKS AND RECORDS

The Contractor hereby agrees to maintain, at its local office or principal place of business within the State, adequate books and records relating to the performance of its obligations under this Agreement. The Contractor agrees to maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the contract operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be available for inspection by the City at any time during normal working hours.

43. CONTRACTOR' S INDEMNIFICATION OF THE CITY

The Contractor hereby assumes risk of loss and/or injury to property and/or persons arising directly or indirectly from the performance of any of its obligations under this Agreement; and further agrees to indemnify and hold harmless the City of Brownsville, its officers, agents, servants, and employees from and against any and all claims, liabilities, demands, suits, judgments, costs or expenses, including but not limited to, expenses of litigation and attorney's fees, arising from any such claim, loss or injury. The Contractor likewise agrees to indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, demands, suits, judgments, costs or expenses, including, but not limited to, expenses of litigation and attorney's fees, arising out of or relating to any contract or agreement by and between the Contractor and its subcontractors for the collection of curbside recycling services. Without limiting the foregoing, the Contractor further agrees that the indemnity provided for herein shall extend to and include any and all claims against the City arising out of or predicated upon the Environmental Laws as defined herein.

44. EQUIPMENT

The Contractor, at its sole cost and expense, shall furnish and maintain all Equipment as is reasonably necessary for performance of the work in an acceptable manner and at a satisfactory rate of progress. All vehicles (bucket trucks) and equipment used for palm trimming and peeling services and executing any part of the work shall be subject to the approval of the City. The equipment shall be maintained in a first class, safe, clean, and efficient working condition throughout the term of the Agreement and any renewal period. The Contractor shall establish a regular preventative maintenance program for all preventative maintenance and other maintenance and repairs to the Equipment. The Contractor shall clean the vehicles and equipment on a regular weekly basis or more frequently as may be necessary to maintain sanitary and safe working conditions. The Equipment shall be used by the Contractor in such a manner as to minimize the risk of injury to employees, citizens or property. The Contractor shall be responsible for initiating,



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

maintaining, and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. The Contractor shall establish reasonable procedures and programs to prevent property loss or damage or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. The Contractor shall comply with all OSHA rules and regulations when conducting operations pursuant to this Agreement. The Contractor shall maintain files and records of all citations and violations of any laws, statutes, ordinances, or regulations in the ownership, title, maintenance, or operating of the Equipment, and such files and records shall be available at all times for review by the City. The Contractor shall submit a complete written inventory of all Equipment used in the performance under this Agreement, and shall make such other submissions as required to reflect the Contractor's current Equipment inventory throughout the term of the Agreement or any renewal period. The City shall have the right to inspect the Contractor's Equipment and operations at any time to ensure compliance with this Agreement, and request or require an equipment replacement schedule.

45. COMPLIANCE WITH LAWS

The Contractor, its officers, agents, employees, contractors and subcontractors shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors and subcontractors, then the Contractor shall immediately cease from and correct such violation.

46. DISCRIMINATION PROHIBITED

The Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer and have an affirmative action plan.

47. INDEMNIFICATION INSURANCE

The Contractor will indemnify and save harmless the City of Brownsville officers, officials, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Contractor. The City will not be responsible for the negligence of the Contractor, or any of its agents, employees, or customers.

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

Proposal Requirements

IT IS UNDERSTOOD THAT the City of Brownsville reserves the right to accept or reject any and/or all "PROPOSALS" as it shall deem to be in the best interest of the City. Receipt of any proposal shall, under no circumstances, obligate the City to accept the lowest cost response. The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the highest ranked, based on the overall points scored during the evaluation process.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals will **NOT** be accepted.

LATE PROPOSALS: Proposals received in the City Purchasing Office after submission deadline will be returned unopened and will be considered void and unacceptable. The City of Brownsville is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Proposer for a period of sixty (60) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of the proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated on RFP. Proposers, their representatives, and interested persons may be present. Proposals will be received and acknowledged, only, so as to avoid disclosure of the contents to competing offerors and kept secret during the evaluation process.

Once the cost components have been tabulated, they will be applied to that section of the evaluation. Maximum points will be allocated to the lowest cost offer, and a pro-rata system will be applied to determine the scores for all other cost offers. These points will then be tallied with the other evaluation scores to determine that proposal with the highest overall score. The respondent with the highest score will be recommended to the City Commission for contract award.

All proposals will be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by Proposer as such.

Proposal packet addenda & modifications: Any proposer in doubt as to the true meaning of any part of the specifications or other contact documents may request an interpretation thereof from the purchasing/contracting manager. At the request of the proposer, or in the event the purchasing/contracting manager deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the purchasing/contracting manager. Such addendum will be sent to all proposers receiving the original proposal and will become part of



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

the proposal package having the same binding effect as provisions of the original proposal. No verbal explanations or interpretations will be binding.

The City does not assume responsibility for the receipt of any addendum sent to proposers. Proposers are cautioned to verify that they are in receipt of all addenda. A copy of all addenda issued must be signed and returned with your proposal, in order for it to be considered as responsive.

Proposal Preparation Costs: Issuance of this Request for Proposal does not commit the City of Brownsville, in any way, to pay any costs incurred in the preparation and submission of a proposal.

The issuance of this Request for Proposal (RFP) does not obligate the City of Brownsville to enter into contract for any services or equipment. All costs related to the preparation and the proposer shall pay submission of a proposal.

Trade Secrets, Confidential Information and the Texas Public Information Act. : If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The City of Brownsville will honor trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requested.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days required. The proposal submitted by the proposer shall become an integral part of the contract between the City and the Proposer and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same. Failure to manually sign proposal will disqualify it.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ENTERPRISE REQUIREMENTS.-

Responder agrees that if proposal is accepted, vendor will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation. In addition, Responder agrees that he/she will abide by all applicable terms of the minority business enterprise program of the City of Brownsville.

Protest Procedure

The protest must outline the specific portion of the specification or RFP procedure that had been violated.

Prospective proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract may file a protest. The purchaser (City of Brownsville) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Roberto C. Luna Jr., Purchasing & Contract Services Director, City of Brownsville Purchasing Division, City Hall, 1001 E. Elizabeth St., First Floor, Suite 101 Brownsville, TX 78520. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. Protest must include the following information:

- (A) name, address, and telephone number of protestor,
- (B) identification of contract solicitation number,
- (C) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (D) a statement as to what relief is requested.

Protest must be submitted to the City of Brownsville Purchasing Division in accordance with these procedures and time requirements must be complete and contain all issues that the protestor believes relevant.

In the procedure outline below, the Purchasing & Contract Services Director is considered to be the Contracting Officer.

1. Protest Before Opening

Proposal protests alleging restrictive specifications or improprieties which are apparent prior to the proposal deadline or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the proposal deadline or closing date for receipt of proposals. If the written protest is not received by the time specified proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other proposers, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of the City of Brownsville's request. So far as practicable, appeals will be decided based on



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

the written appeal, information and written responses submitted by the appealing party and other proposers. In failure of any party to timely respond to a request for information, it may be deemed by the purchaser that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by the purchaser, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

2. Protest After Opening/Prior to Award

Proposal protests against the making of an award by the purchaser must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the purchaser. Notice of the protest and the basis thereto will be given to all proposers. In addition, when a protest against the making of an award by the purchaser is received and it is determined to withhold the award pending disposition of the protest, the proposers whose proposals might become eligible for award shall be requested, before the expiration of the time for acceptance, to extend or to withdraw the proposal. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless the purchaser determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (c) failure to make an award will otherwise cause undue harm to City of Brownsville or the federal government.

3. Protest After Award

In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date of the protest is received by the City of Brownsville; the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless the City of Brownsville determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (c) failure to make an award will otherwise cause undue harm to the City of Brownsville or the federal government.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

PRICE QUOTATION SHEET

PALM TREE TRIMMING PROPOSAL SUMMARY FORM

RESPONDENT'S NAME:

This proposal will be based on unit prices.

- 1) Contractor must use ladders and/or bucket lifts trimming of all trees. Use of spikes to climb trees is **prohibited** in all locations.
- 2) Trim palm fronds up to the 9:00 O'clock & 3:00 O'clock positions, removing all berry stalks and all rotten boots.
- 3) All palm fronds and debris to be properly disposed of by the Contractor at the City of Brownsville Landfill.

PALM TREE TRIMMING & PEELING

Trimming:

500 Washingtonia Palms

- 10-15 FT High \$ _____ each
- 16-21 FT High \$ _____ each
- 22-27 FT High \$ _____ each
- 28 + FT High \$ _____ each

600 Sabal Palms

- 10-15 FT High \$ _____ each
- 16-21 FT High \$ _____ each
- 22-27 FT High \$ _____ each
- 28 + FT High \$ _____ each

50 Queen Palms

- 10-15 FT High \$ _____ each
- 16-21 FT High \$ _____ each
- 22-27 FT High \$ _____ each
- 28 + FT High \$ _____ each

100 Other Palms

- 10-15 FT High \$ _____ each
- 16-21 FT High \$ _____ each
- 22-27 FT High \$ _____ each
- 28 + FT High \$ _____ each

Peeling:

\$ _____ per Linear Ft.

Debris:

\$ _____ per lb.

Note: Palm trimming and peelings and peelings (debris) shall be hauled to the City Landfill (contractor shall include all Landfill tipping fees and any other associated costs.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM



***Acceptable Pruning** Harsh Pruning Long Term Effects

NOTE: Any palms that fall within the noted measurements above shall be rounded to the lesser of the whole number and any half's will be ignored.

SUBMITTAL:

RESPONDENT

BY

BUSINESS ADDRESS

SIGNATURE

CITY, STATE & ZIP CODE

TITLE

DATE

BUSINESS TELEPHONE

NOTE:

Puncture Wounds Never Heal!

Do not use nails or screws to attach lights or signs to the trunk.

Do not use climbing spikes to climb any tree

Do not use a machete to remove fronds as an overstrike will wound the trunk of the tree. One must be very careful using a chain saw for the same reason.

Prices shall be good for up to 90 calendar days from the RFP due date.



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

Site Check List

Inspector : _____

Date : _____

Contractor : _____

Account No.: _____

	Yes	No	Pts.
Supervisor on site			20
All necessary safety measures for the protection of the workers and general public			15
Only eligible workers on site			15
Had proof of Insurance on site (General Liability, Personal Injury, Worker's Compensation, and Auto-Liability Insurance).			15
Had all proper recommended equipment			10
Clean, even trimming/peeling			10
Cleaned up any debris that fell into the street, alley or on the sidewalk.			5
Removed all broken fronds			10
Additional Comments:	Total Points from Possible 100		Score
	Passed	Failed	

Passing Grade is 70 - Below 70 - City supervisor schedule to meet with Contractor.
Below 50 pts. – Contractors work will be suspended until City Supervisor meets with Contractor.

Date _____

Inspector Signature : _____



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

Evaluation Criteria Score Sheet

	Name:	Max. Points	
1.	Provide Proof of Insurance (Comprehensive General Liability - Personal Injury Coverage - Worker's Compensation Insurance - Comprehensive Automobile Liability Insurance)	<u>10</u>	
2.	Quality of projects previously undertaken.	<u>10</u>	
3.	Key personnel's work background and caliber and availability for the proposed services.	<u>10</u>	
4.	Reputation for personal and professional integrity and competence.	<u>7</u>	
5.	Prices – depending on how many items	<u>35</u>	
6.	Provide necessary labor, equipment, and materials required to perform the work required by this contract.	<u>20</u>	
7.	How long in Business	<u>8</u>	
	TOTAL POINTS	100	
	Comments:		



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

**CITY OF BROWNSVILLE
DISCLOSURE OF INTERESTS**

City of Brownsville, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

Date _____

FIRM NAME: _____

STREET: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Brownsville having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

3. State the names of each "board member" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission, or Committee



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Brownsville, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.
- b. **“Employee.”** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.
- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

**PLEASE FILL IN INFORMATION NEEDED IN QUESTIONNAIRE AND SUBMIT TO:
THE CITY OF BROWNSVILLE
PURCHASING DEPARTMENT
P. O. BOX 911
BROWNSVILLE, TEXAS 78520**



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

**CITY OF BROWNSVILLE
STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this PROPOSAL in collusion with any other respondent, 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 employee or agent to any other person engaged in this type of business prior to the official opening of this PROPOSAL.

Date _____

Company _____

Address _____

Phone _____

Fax Number _____

e-mail address _____

Respondent
(Signature) _____

Respondent
(Print Name) _____

Position
with Company _____

Signature of Company
Official Authorizing This
PROPOSAL _____

Company Official
(Print Name) _____

Official
Position _____

Note: This form must be filled in and submitted with the sealed PROPOSAL.



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

FORM FOR PROPOSAL DEVIATIONS

The following form shall be completed for each condition, exception, reservation or understanding (i.e., Deviations) in the proposal according to “Conditions, Exceptions, Reservations and Understandings”.

Deviations # _____ Offeror : _____

Solicitation Ref: _____ Page: _____ Section: _____

Complete Description of Deviations: _____

Rationale (Pros & Cons): _____



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

Sec. 252.043. AWARD OF CONTRACT.

- (a) If the competitive sealed proposalding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible respondent or to the respondent who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
 - (1) the purchase price;
 - (2) the reputation of the respondent and of the respondent's goods or services;
 - (3) the quality of the respondent's goods or services;
 - (4) the extent to which the goods or services meet the municipality's needs;
 - (5) the respondent's past relationship with the municipality;
 - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - (7) the total long-term cost to the municipality to acquire the respondent's goods or services; and
 - (8) any relevant criteria specifically listed in the request for request for proposals or proposals.
- (c) Before awarding a contract under this section, a municipality must indicate in the proposal specifications and requirements that the contract may be awarded either to the lowest responsible respondent or to the respondent who provides goods or services at the best value for the municipality.
- (d) The contract must be awarded to the lowest responsible respondent if the competitive sealed proposal requirement applies to the contract for construction of:
 - (1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or
 - (2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects.
- (e) If the competitive sealed proposal requirement applies to the contract for construction of a facility, as that term is defined by Section 271.111, the contract must be awarded to the lowest responsible respondent or awarded under the method described by Subchapter H, Chapter 271.
- (f) The governing body may reject any and all request for proposals.



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

- (g) A proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. This chapter does not change the common law right of a respondent to withdraw a proposal due to a material mistake in the proposal.
- (h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.
- (i) This section does not apply to a contract for professional services, as that term is defined by Section 2254.002, Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1370, Sec. 4, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1409, Sec. 3, eff. Sept. 1, 2001.

Submitted,

(Name of Respondent)

(Signature)

(Print)

Date

Note: This page must be filled in and submitted with the sealed proposal as an acknowledgement of proposal document requirements by the City



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

CERTIFICATION FORM

A) COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE's)

The respondent hereby certifies that it will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and U.S. DOT-approved Disadvantage Business Enterprise (DBE) program are incorporated in this contract by reference.

B) DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The respondent certifies that neither the respondent, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

The respondent certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My Appointment Expires: _____



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

TxDOT – DBE Business Forms

<http://www.fta.dot.gov/index.html>

http://www.fta.dot.gov/funding/apply/grants_financing_6018.html

A. DBE Certification

The RESPONDER complies with 49 CFR 26.49 regarding the transit vehicle manufacturer's overall DBE goal.

<http://www.osdbu.dot.gov/>

<http://www.osdbu.dot.gov/DBEProgram/index.cfm>

The South Central Texas Regional Certification Agency (SCTRCA) is a non-profit corporation that represents several public entities in the South Texas area. These entities are committed to enhancing participation for disadvantaged, minority and woman owned businesses in public/government contracting and purchasing activities.

Visit web site link for more information: <http://www.sctrca.org/>



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:

It is the policy of the City of Brownsville Purchasing & Contract Services Department to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Purchasing & Contract Services Department has adopted the State of Texas Statewide HUB Program, administered by the Texas Building and Procurement Commission. If the Purchasing & Contract Services Department determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the contract.

Please follow the following link and choose Cameron County to run a HUB search.

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Centralized Master Bidders List (CMBL) & Historically Underutilized Business (HUB) Search

Search:
 CMBL only, HUBs on CMBL, HUBs not on CMBL
 HUB Mentor Protege, All Vendors

Vendor ID: ?
Vendor Number: ?
Vendor Name: begins with Name ?
Include Inactive Vendors: ? **Small Businesses Only:** Yes, No

Selection 1: Class Code: Item: District:
Selection 2: Class Code: Item: District:
Selection 3: Class Code: Item: District: ?
[Class Code](#) | [Item Code](#) | [District](#)

Texas County: ?
City: begins with ?
Zip: begins with ?
Sort by: ?
Output as: ?
Results: ?

Output may contain coded information in [Hub Status](#) and [Reason Off CMBL](#)

[Texas Online](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Home](#)
 Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact](#)



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

§ 271.9051. CONSIDERATION OF LOCATION OF RESPONDENT'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.

- (a) This section applies only to municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.
- (b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed request for proposals from a respondent whose proposal is within five percent of the lowest proposal price received by the municipality from a respondent who is not a resident of the municipality, the municipality may enter into a contract with:
 - (1) the low respondent; or
 - (2) the respondent whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local respondent offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.
- (c) This section does not prohibit a municipality from rejecting all request for proposals.
- (d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Added by Acts 2005, 79th Leg., ch. 1205 § 1, eff. Sept. 1, 2005.

“This Act applies only to a contract for which the initial notice soliciting request for proposals is given on or after the effective date of this Act. A contract for which the initial notice soliciting request for proposals is given before that date is governed by the law in effect when the initial notice is given, and the former law is continued in effect for that purpose.”



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

**Consideration of Location of Respondent's Principal Place of Business Local
Government Code § 271.9051.**

Section 271.9051 of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed request for proposals, to enter into a contract for certain purchases with a respondent whose principal place of business is in the municipality and whose proposal is within **5 percent** of the lowest proposal if the lowest proposal is from a business outside the municipality and contracting with the local respondent would provide the best combination price and other economic benefits to the municipality. **Request must be submitted with proposal package to be considered by the City of Brownsville.**

The Purchasing/Contracting Department requires a specific economic impact statement from your firm in order to be considered for invocation of the Local Preference Statue § 271.9051.

The following information should be submitted in Spreadsheet form:

1. Total Project Cost
2. Direct Labor cost per employee for employees residing in Brownsville.
3. Indirect Labor cost per employee for employees residing in Brownsville.
4. Materials Cost, per line item, showing materials supplied by Brownsville vendors.
5. Profit & Overhead, as distributed to Brownsville residents.
6. A statement defining how the funds if spent in Brownsville, would impact the Brownsville economy.

() I WOULD LIKE TO INVOKE “§ 271.9051. CONSIDERATION OF LOCATION OF RESPONDENT'S PRINCIPAL PLACE OF BUSINESS” WITH MY PROPOSAL AND WILL COMPLY WITH THE CITY OF BROWNSVILLE REQUIREMENTS ABOVE. (RESPONDENT WILL HAVE TO SUBMIT THEIR INFORMATION TO THE PURCHASING & CONTRACT SERVICES DEPARTMENT WITHIN 5 DAYS AFTER THE PROPOSAL OPENING TO BE CONSIDERED)

Submitted,

(Name of Respondent)

(Signature)

(Print)

Date

Note: This page must be filled in and submitted with the sealed proposal as an acknowledgement of proposal document requirements by the City



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

CITY OF BROWNSVILLE
TERM CONTRACT FOR PALM TRIMMING AND PEELING AND PEELING
OF TALL PALM TREES

PROJECT NO. PTS-51-1016

BID OPENING DATE: October 25, 2016 at 3:00 p.m.

I/We submit the following bid for the trimming and peeling of tall palm trees in accordance with the City of Brownsville specifications, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on BuyBoard, H-GAC, TPASS, TXDOT, US Communities and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included) All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

Unit prices quoted are to be held firm for a one (1) year period commencing from date of award of Service Contract.

Check one			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TPASS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DOT	<input type="checkbox"/> U.S. COMMUNITIES	<input type="checkbox"/> OTHER	_____ Specify
CONTRACT NUMBER: _____ (if applicable)		COMMODITY NUMBER: _____ (if applicable)	

Notice to vendors:

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Respondent(s) responsibility to ensure that all Addenda have been received. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Respondent(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Brownsville and as such are made part of the original bidding documents.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

CONDITIONAL RELEASE OF LIENS

STATE OF TEXAS

COUNTY OF CAMERON

OWNER: The City of Brownsville

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

PROPERTY: _____

I, _____ hold the office of _____ of the
Subcontractor/Supplier identified above (hereinafter "Subcontractor/Supplier").

In consideration of the sum of \$_____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subcontractor/Supplier hereby releases and waives any right to file a petition to establish a Mechanic's Lien or other lien, or any claim to a Mechanic's Lien or other lien which the Subcontractor/Supplier may now have, for such property through the date hereof, and agrees to indemnify and hold harmless Owner/Contractor and its agents and representatives from any and all claims, damages, losses, costs, expenses or liabilities, including the not limited to attorney's fees, incurred by the Owner/Contractor, its agents or representatives arising out of or resulting from the Subcontractor/Supplier's failure to pay or cause to be paid to any persons or entities who may be entitle to claim a Mechanic's Lien or other lien on the property by virtue of any agreement with or obligation of the Subcontractor/Supplier through the date hereof. Nothing herein contained shall in any way be deemed to restrict, modify, or waive the Subcontractor/Supplier's right to claim or assert any claim against the property for any materials or labor or services hereafter furnished or performed on or about the property.

This lien release and waiver is given to secure payment in the amount of \$_____ for a portion of the work under the contract and will be fully effective upon the receipt of said payment.

DATE: _____ BY: _____

WITNESS: _____

I hereby certify that on this _____ day of _____, 20____, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed the same for the purposes herein set forth, and that the same is his act and deed. In witness hereof, I have set my hand and Notarial Seal the date and year first above written.

NOTARY PUBLIC: _____

My Commission expires on: _____

Note: These forms must be filled in and submitted with the sealed proposal.



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

AUTHORIZED CONTACT FORM:

This *IFB/RFP/SOQ has been issued by City of Brownsville Purchasing & Contract Services Department. The Purchasing & Contract Services Department shall be the vendor's sole point of contact with regard to the IFB/RFP/SOQ, its content, and all issues concerning it.

All communication regarding this IFB/RFP/SOQ shall be directed to an authorized representative of City Purchasing & Contract Services Department. The Purchasing Agent or Assistant facilitating this IFB/RFP/SOQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the IFB/RFP/SOQ. Contact with any other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing & Contract Services Department Agent or Assistant. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing & Contract Services Department of the vendor's quotation.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

My Appointment Expires: _____

- * IFB – Invitation for Bids
- RFP – Request for Proposals
- SOQ – Statements of Qualifications

Note: These forms must be filled in and submitted with the sealed proposal.



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

Certificate of Interested Parties
House Bill 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](#).

A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain 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 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Follow the hyperlink below to submit electronic filing application Form 1295 (Must be submitted with bid/proposal package to be considered by the City of Brownsville). The Purchasing/Contracting Department requires "CERTIFICATE OF INTERESTED PARTIES FORM 1295" from your firm in order to be considered as per Government Code section §2252.908

[HTTPS://WWW.ETHICS.STATE.TX.US/FILE/](https://www.ethics.state.tx.us/file/)

Acknowledged by,

(Name of Bidder)

(Signature)

(Print)

Date

Note: This page must be filled in and submitted with the sealed bid/proposal as an acknowledgement of bid/proposal document requirements by the City of Brownsville



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
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.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ 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		_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

All materials submitted to the City of Brownsville pursuant to this Request for Proposals become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the City pursuant to this Request for Proposals is **confidential** under a specific state or federal statute and therefore not subject to the public access, *you must comply with the following:*

- A. Place said documents/records in a separate envelope marked "**Confidential**" **DO NOT** label your entire response to the Request for Proposals as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the City is obligated to produce documents for public inspection even if the documents contain a portion which is confidential, but can redact the confidential parts.
- B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the City requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

If you fail to identify any records submitted as part of your Proposal as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

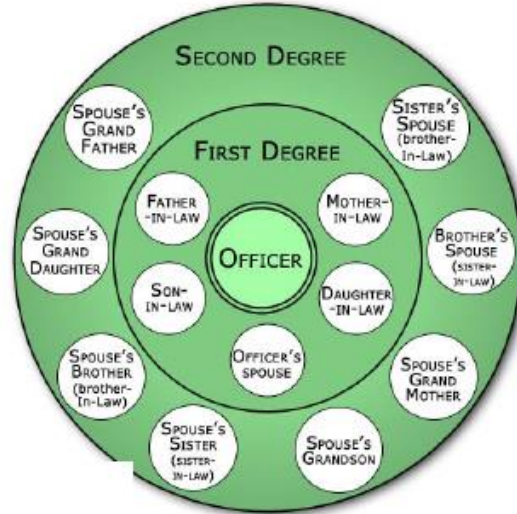
October 25, 2016 @ 3:00 PM

NEPOTISM CHART

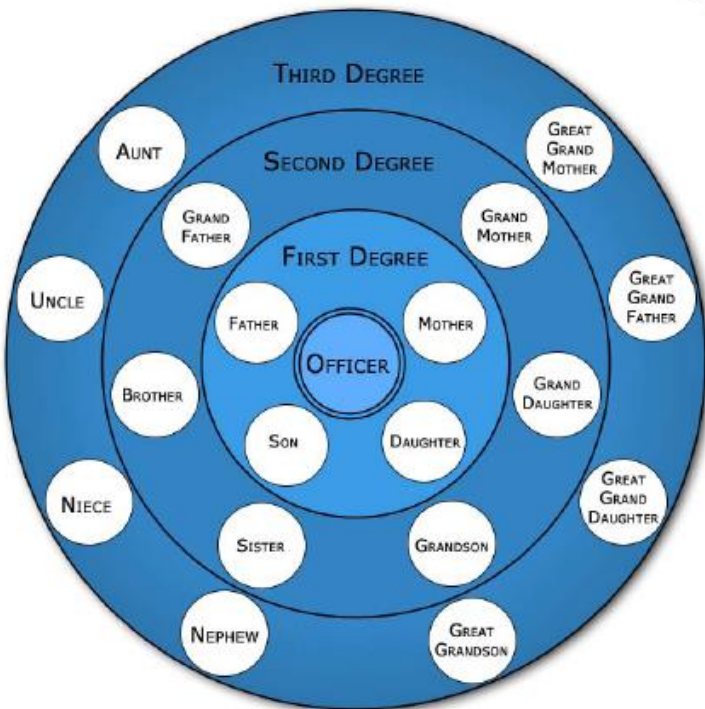
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

**AFFINITY KINSHIP
Relationship by Marriage**



**CONSANGUINITY KINSHIP
Relationship by Blood**





**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

Exhibit "A"



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/08/2016

* SUTX2011-003 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving & Structures)...\$ 12.46

FORM BUILDER/FORM SETTER
(Structures).....\$ 12.30

FORM SETTER (Paving & Curb).....\$ 12.16

LABORER

Asphalt Raker.....\$ 10.61
Flagger.....\$ 9.10
Laborer, Common.....\$ 9.86
Laborer, Utility.....\$ 11.53
Pipelayer.....\$ 11.87
Work Zone Barricade
Servicer.....\$ 12.88



REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

POWER EQUIPMENT OPERATOR:

- Asphalt Distributor.....\$ 13.48
- Asphalt Paving Machine.....\$ 12.25
- Broom or Sweeper.....\$ 10.33
- Crane, Lattice Boom 80
Tons or Less.....\$ 14.39
- Crawler Tractor.....\$ 16.63
- Excavator, 50,000 lbs or
less.....\$ 12.56
- Excavator, over 50,000 lbs..\$ 15.23
- Foundation Drill, Truck
Mounted.....\$ 16.86
- Front End Loader Operator,
Over 3 CY.....\$ 13.69
- Front End Loader, 3 CY or
less.....\$ 13.49
- Loader/Backhoe.....\$ 12.77
- Mechanic.....\$ 15.47
- Milling Machine.....\$ 14.64
- Motor Grader Operator,
Rough.....\$ 14.62
- Motor Grader, Fine Grade....\$ 16.52
- Scraper.....\$ 11.07

- Servicer.....\$ 12.34

- Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

- Lowboy-Float.....\$ 13.63
- Single Axle.....\$ 10.82
- Single or Tandem Axle Dump..\$ 14.53
- Tandem Axle Tractor with
Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:



**REQUEST FOR PROPOSALS FOR PALM TRIMMING AND PRUNING SERVICES
FOR THE CITY OF BROWNSVILLE**

RFP # PTS-51-1016

October 25, 2016 @ 3:00 PM

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION