



## REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time, on Monday, August 19, 2013**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

### RFP No. 2013-011 MAINTENANCE OF EDINBURG BASEBALL STADIUM FIELD

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this RFP, please contact Mr. Luis Rodriguez, Director of Community Services, at (956) 381-5631.

Hand Delivered RFP'S:

415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of 60 days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

**PURPOSE**

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

**MAINTENANCE OF EDINBURG BASEBALL STADIUM FIELD**

**INTENT**

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

**SUBMITTAL OF RFP**

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Four (4) complete sets of the response One (1) original marked "ORIGINAL," and three (3) copies marked. RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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P.O. Box 1079  
Edinburg, Texas 78540-1079

**TIME ALLOWED FOR ACTION TAKEN**

(4) The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

**RIGHT TO REJECT/AWARD**

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

**ASSIGNMENT**

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

**AWARD**

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

**STATUTORY REQUIREMENTS**

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFP**

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFP**

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

**LIST OF EXCEPTIONS**

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

**PAYMENT**

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

**SYNONYM**

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for MAINTENANCE OF EDINBURG BASEBALL STADIUM FIELD as specified.

**RESPONDENT'S EMPLOYEES**

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

**INDEMNIFICATION CLAUSE**

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

**INTERPRETATIONS**

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

**VERBAL THREATS**

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

**CONFIDENTIAL INFORMATION**

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

**PAST PERFORMANCE**

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

**JURISDICTION**

(21) 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 Hidalgo County, Texas.

## **RIGHT TO AUDIT**

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## **VENUE**

(23) 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 Hidalgo County, Texas.

## **CONFLICT OF INTEREST**

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## **CONFIDENTIALITY OF INFORMATION AND SECURITY**

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

## **TERMINATION OF CONTRACT**

(26) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

## **RESPONSE DEADLINE**

(27) Responses to the RFP must be addressed to Mr. Luis Rodriguez, Director of Community Services, City of Edinburg, 415 W. University Drive by **August 19, 2013 until 3:00 p.m.** for consideration. An original and three

(3) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"MAINTENANCE OF EDINBURG BASEBALL STADIUM FIELD"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

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#### **ADDENDA AND MODIFICATIONS**

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. 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 RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

#### **RFP PREPARATION COSTS**

(29) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

#### **AUTHORIZATION TO BIND RESPONDENT TO RFP**

(31) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

## **I. GENERAL TERMS AND CONDITIONS**

The City of Edinburg Parks & Recreation Department (hereinafter referred to as "THE CITY") is seeking proposals from qualified local or area Companies/Firms for the Maintenance of the Edinburg Baseball Stadium Field located at 920 N. Sugar Road. The City is seeking to enter into an Annual Maintenance Contract/Agreement (See attachment for specifications) based on a monthly rate/fee Bid/Quotation. Contract will run from September 1, 2013 and end on September 30, 2014.

The Edinburg Baseball Stadium Field consists of the playing field, concourse areas, and out of play turf areas. The playing field consists of all turf areas, infield (home plate, pitcher's mound, running paths, and infield dirt radius), outfield (turf, foul lines, warning track), and two bull pens. The concourse areas include all turf and landscape areas around the offices, concessions, restrooms and areas immediately outside of the stadium.

All proposers must submit copy of insurance and must meet minimum insurance requirements of the City of Edinburg. Failure to adhere or comply with the above general conditions and instructions will cause bid to be rejected.

The City of Edinburg reserves the right to increase or decrease quantities depending on availability of funds and to accept or reject any parts of the proposal.

Sites may be inspected by parties by calling Luis A. Rodriguez at (956)381-5631 for an appointment or tour of facility prior to submitting proposal.

**ADDITIONAL INFORMATION:** The City of Edinburg is requesting that RFP's be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

**NON-COLLUSION:** Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC SUBMISSION OF PROPOSALSS:** The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:** The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request For Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding

the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFP DELIVERY:** The City of Edinburg requires submitters, when hand-delivering request for proposals to have a The City Secretary Department representative time/date stamp and initial the envelope.

**WAIVING OF INFORMALITIES:** THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the City.

**BIDDER RESPONSIBILITY:** It is the responsibility of each vendor before submitting a proposal:  
To examine thoroughly the contract documents and other related data identified in the proposal documents.  
To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.  
To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.  
To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.  
To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

**PREPARATION COSTS:** This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**REQUEST FOR PROPOSALS:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and three (3) copies** of the RFP shall be submitted to the address on the cover letter.

Business firms interested in submitting a proposal are asked to submit the following information.

- Background on firm such as but not limited to:
- Experience in Professional Baseball field maintenance
- Experience in working with genetically grown sport turf grass
- List of locations and references to check quality of work

**INSURANCE REQUIREMENTS:** Staff may waive insurance requirements for contracts \$0 - \$4,999.99,

including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence

Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

## **II. PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a sports field management firm authorized to do business in the City of Edinburg, Texas, with experience in maintenance of a multipurpose field.

## **III. TERM:**

The term of the Contract will be from September 1, 2013 to September 30, 2014, or as specified in agreement. The City of Edinburg may extend the Contract for a full year at the same terms and conditions at its option by a written notice thirty (30) days prior to the expiration date.

## **IV. GENERAL DESCRIPTION OF GROUNDS:**

Edinburg Field consists of the playing field, concourse areas, and out of play turf areas. The playing field consists of all turf areas, infield (home plate, pitcher's mound, running paths, and infield dirt radius), outfield (turf, foul lines, warning track), and two bull pens. The concourse areas include all turf and landscape areas around the offices, concessions, restrooms and areas immediately outside of the stadium

## **V. RESPONSIBILITIES AND DUTIES:**

The Contractor has the following specific responsibilities and duties:

1. Contractor shall assume full liability for turf.
2. Contractor shall provide a list of employees to the Edinburg Baseball Stadium Field.
3. Contractor's employees shall conduct themselves in a professional manner at all times. There shall be no foul or obscene language used.
4. Employees shall be courteous, neat in appearance and wear visible vendor identification at all times. Personal protective equipment must be worn while engaged in their assigned duties.
5. No smoking, alcohol or drugs are permitted on Edinburg Baseball Stadium Field property.
6. No music from radios and/or excessive noise is permitted.
7. All sidewalks must be kept clean and clear at all times.
8. After all activities, blow off skinned area, all perimeter sidewalks and around contractor vehicles.
9. Contractor employees shall not remove any Edinburg Baseball Stadium Field property from Edinburg Baseball Stadium Field grounds.
10. Contractor employees shall not use Edinburg Baseball Stadium Field property, including telephones, for personal use unless given permission by an authorized City/Edinburg Baseball Stadium Field representative.
11. Contractor will be issued necessary access key set(s). In no case shall the contractor make duplicates of any Edinburg Baseball Stadium Field keys.

12. Contractor shall report any damage or potential hazard involving Edinburg Baseball Stadium Field property immediately to the designated City representative during normal business hours, 8:00 a.m. – 5:00 p.m. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect Edinburg Baseball Stadium Field personnel or visitors from injury. It is the contractor's responsibility to provide close supervision of maintenance operations and management of the work site.

13. Contractor shall select their own site(s) for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon Edinburg Baseball Stadium Field property or any property contiguous thereto.

14. It shall be the responsibility of the contractor to pay all fees and costs incurred in the disposal of waste material.

15. Contractor is solely responsible for any damages, fines or penalties for improper disposal of waste material, and for any other actions which they perform.

The contractor shall hold the City faultless and free from liability for any damages and costs incurred as a result of the contractor's actions.

16. Contractor shall ensure that employees comply with all City regulations.

The City has the following specific responsibilities and duties:

1. The City will inspect work performed by the contractor on a regular basis. In the event of work performance deficiencies, the City will notify the contractor. Notification may be verbal or written.

2. The City reserves the right to adjust service scheduling due to need with 48-hour notice to contractor

#### **VI. SCOPE OF WORK/ TECHNICAL SPECIFICATIONS:**

The Contractor's scope of work includes the maintenance of the grounds at the Edinburg Baseball Stadium Field located at 920 N. Sugar Road. This includes scheduled maintenance of the baseball field and all other turf and landscape areas within the complex. Preparation of the field for practices and games and provide support during practices and games during the season and assist with special events conducted at the Stadium.

#### **ANNUALLY:**

Remove lip around infield dirt radius, re-level, and re-sod as needed.

Rebuild mound, home plate, and bull pens with clay. Install new pitching rubbers and home plates. Slope and tamp mounds.

Reseed all turf areas that are bare or need repair with Bermuda grass seed.

Add infield conditioner to depth necessary, roll and compact to firmness.

Level warning track, add warning track material to depth necessary, roll and compact to firmness.

Fix netting behind home plate, batting cages and the practice equipment such as the portable batting cage and protective screens.

Insure that equipment is covered with protective canopy when not in use and or inclement weather.

QUARTERLY:

Fertilization with balanced fertilizer with pre-emergent weed control; February, April, September, and December.  
Aeration of playing field with deep tine aerator pulling 2" to 3" plugs. Top dress with white bunker sand.  
Pesticide/herbicide control through chemical or granular application.  
Pressure wash infield lip and foul lines.

MONTHLY:

Inspect field for holes, unlevelled or damaged irrigation heads, and any other hazardous conditions. Repair when found.  
Weed flower beds in restroom area of concourse and the immediate outer perimeter of the stadium.  
Perform walk through of grounds with Parks Superintendent. Review schedule of work, materials needed, and any areas of concern.

WEEKLY:

Mow playing field a minimum of two (2) times per week during off season using reel type mower. Cutting height shall be 1".  
Irrigation of the playing field shall be at least four (4) times per week. (More often, as needed depending on weather conditions.)  
Mow concourse area are turf weekly. Trim and use Round Up as needed for neat appearance of sidewalks and fence lines.

DURING SEASON:

Mow playing field three (3) times per week. Cutting height shall be 1".  
Batting cages shall be brought out for practice and before the start of game and put away after on a schedule provided by the Parks & Recreation Department.  
Raise and lower flags on game days.  
Turn on and off athletic field lights when needed.  
Assist in laying out infield tarp during inclement weather.  
Set bases on days team uses the field.  
Check warning track prior to team using the field and keep in good condition.  
Drag, water, and mark infield and foul lines before each game. Drag and remark infield after the 5<sup>th</sup> inning.  
Tamp pitcher's mound, home plate, & bull pen mounds for games.  
Pick up trash on grounds and concourse areas.

DURING SPECIAL EVENTS:

Turn on and off athletic field lights when needed.  
Pick up trash on grounds and concourse areas if needed after event.

**VII. PRICING SCHEDULE:** Offer shall use this Section VIII. to submit their proposed pricing for the requirements of this RFP.

Option I. Contractor's monthly rate/fee for the Maintenance of the Edinburg Baseball Stadium Field.  
(Labor and equipment)

Option II. Contractor's monthly rate/fee for the Maintenance of the Edinburg Baseball Stadium Field.  
(Labor only)

## VIII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. RFP Response: In order to be considered for selection, proposers must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the proposer.

### B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of a Proposer to satisfy a "must" or "shall" requirement does not automatically remove that Proposer from consideration; however, it may seriously affect the overall rating of the Proposers' proposal.

5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

C. Oral Presentation: Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the committee. This provides an opportunity for the proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

**D. Specific Proposal Instructions:**

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Proposers are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Proposer Data Sheet, included as an attachment to the RFP (Section X of the RFP), and other specific items or data requested in the RFP.
3. Acknowledgment Form, included as an attachment to the RFP (Section X of the RFP), and other specific items or data requested in the RFP
4. A written narrative statement to include:
  - a. Experience in providing the goods/services described herein.
  - b. Names, qualifications and experience of personnel to be assigned to the project.
5. Specific plans for providing the proposed goods/services including:
  - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
  - b. What, when and how the service will be performed.
  - c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
6. Proposed Price. Indicate in the pricing schedule, Section VII. of the RFP. Proposed Price. Indicate in the pricing schedule, Section VII. of the RFP.

**IX. EVALUATION AND AWARD CRITERIA:**

A. EVALUATION CRITERIA: Proposals shall be evaluated by the City using the following criteria:

	<u>POINT VALUE</u>
1. Specific plans or methodology to be used to perform the services	30
2. Experience and qualifications of proposer and personnel assigned to perform the services	25
3. Price	40
4. References	5
<hr/>	
	TOTAL 100

B. AWARD OF CONTRACT: Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each proposer so selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not

required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**X. ATTACHMENTS:**

**PROPOSER DATA SHEET – TO BE COMPLETED BY PROPOSER**

1. **Qualification of Proposer:** The Proposer shall have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **Years in Business:** Indicate the length of time you have been in business providing this type of service.

\_\_\_\_\_Year(s) \_\_\_\_\_Month(s)

3. **References:** Indicate below a listing of at least five (5) recent references from other Cities or entities as stated in the scope of work for which you have provided this type of service. Include the date service was furnished and the name and address of the person the City has your permission to contact.

CLIENT NAME	ADDRESS	CONTACT PERSON	PHONE NUMBER	TERM OF CONTRACT (Number of Years)

**ACKNOWLEDGEMENT FORM**

I have read and understood the requirements set forth in this RFP #2013 – 011, and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing as required by the City of Edinburg.

SUBMITTED BY: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FAX: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_