

Laguna Madre Water District
105 Port Road ~ Port Isabel, TX 78578

REQUEST FOR PROPOSAL

Ground Keeping Maintenance

Bid #: GM-16 - 10 - 13

October 13, 2016

Laguna Madre Water District
105 Port Road Port Isabel, TX 78578

I. INVITATION TO BID

Ground Keeping Maintenance Services

Bid #GM- 16 -10 - 13

Laguna Madre Water District is accepting sealed bids for the following:

GM-16 - 10 - 13, Ground Keeping Maintenance Services

Detail specifications and information may be obtained from Victor Valdez, Director of Operations, by calling 956-943-2626 or by going to our LMWD website: www.lmwd.org and then to the "Bids-RFP" tab.

The sealed bids will be received at the Office of the General Manager until Wednesday, November 7, 2016 at 10:00 am; bids will be opened at 10:00am. the same day.

A Mandatory Meeting will be held on October 21, 2016 at 9:00am. Envelope for the bid should be addressed as follows:

Bid #: GM-16 - 10 - 13

Carlos J. Galvan Jr., GENERAL MANAGER

LAGUNA MADRE WATER DISTRICT

105 PORT ROAD

PORT ISABEL, TX 78578

"An Equal Opportunity Employer"

II. INSTRUCTION TO BIDDERS

Notice to Bidders

Sealed bids will be received until the time, at the location, and for the products/services specified on the attached Bid Invitation form and as further specified. These bids will be publicly opened at the Laguna Madre Water District office at 105 Port Road Port Isabel, TX, in the presence of bidders and Administrative Staff. Bidder's attendance is optional. After tabulation and review, bids will be presented to the Board of Directors for award of contract. The District reserves the right to review all bids submitted for a period of sixty (60) days after the date of bid opening.

How to Submit a Proposal

All bids shall be submitted in *sealed envelopes*, mailed or delivered to: Laguna Madre Water District, Attention: Carlos J. Galvan Jr. 105 Port Road, Port Isabel, TX 78578, and plainly marked on the outside with *bid number*: It will be the sole responsibility of the bidder to ensure that the proposal reaches the location where bids are to be sent before the closing hour and date shown on the enclosed PROPOSAL-CONTRACT form.

Purpose of Bid

The Laguna Madre Water District intends to secure a source of supply for the product(s) and service(s) at the lowest price; satisfactory manufacture; and prompt and convenient shipment and service by the supplier to the District. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

Rejection of Bids

The District reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of the District and to waive any informalities or irregularities in the bids. While cost is a factor in any bid award, it is not the only factor and may not be the determining factor.

Quantities

The quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the District as to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid and the District reserves the right to increase or decrease quantities as required.

Bidding on Equivalent Products

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade, quality or other specification of material only. Since the District does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the bidder's responsibility to name such a product within the bid, and to prove to the District that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The District shall be the sole judge concerning the merits of bids submitted.

Trade Discounts and Price Variances

Bids on individual items must include unit prices, as well as total price. Where a variance exists on the bid form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail.

The District will consider trade discounts and other pricing features in each individual bid prior to determining the successful bidder.

The District intends to evaluate any and all cooperative purchasing options available. When preparing your bid, please include alternates for cooperative purchasing programs offered by your firm or the manufacturer's that you represent that the District would be eligible to purchase through such as HGAC, and Buyboard, etc. where available.

Submissions

Bidders must submit two (2) copies of PROPOSAL-CONTRACT forms.

- A. Unless otherwise specified, bidders must use PROPOSAL-CONTRACT forms furnished by the District. Failure to do so may cause a bid to be rejected. Removal of any part of the bid proposal may invalidate the bid.
- B. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in longhand, hi ink, by the principal authorized to make contracts. All quotations shall be typewritten or filled in with pen and ink.

Descriptive Data

Bidders must enclose with their bid forms two copies of data sheets, specifications, catalogs or literature completely describing the equipment, product or service to be furnished.

Identification of Bidder

State the full name and address of the organization and any local branches that will be used in the project. Indicate whether you operate as an individual, partnership or corporation. If a joint venture or sub-contractor relationship is contemplated, name the firms and principals involved and give all pertinent information about the organization, similar to the information you supply.

Assignment of Contract

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his/her right, title or interest in or to same, or any part thereof, without previous consent in writing from the District Administrator, endorsed on or attached to the Contract.

Service and Parts

Bidders must be prepared to submit evidence to the District, in addition to that required in the attached specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

Guarantees/Warranties

Bidders must indicate the full guarantees and/or warranties prevailing on all equipment, parts and labor.

Delivery and/or Completion

Bidders shall indicate delivery or completion date of product(s) or service(s). These dates may be taken into consideration in making the award. Penalties imposed upon the District for late performance, shall be the responsibility of the vendor.

Manuals, Instructions, Etc.

Successful bidder must deliver with the product two (2) copies each of operation, shop and parts manual; instructions and schematics pertaining to the equipment or product to be furnished to the District.

Samples and/or Demonstrations

Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the District unless otherwise stated in the Bid Documents. If samples should be requested, such samples are to be provided at the expense of the bidder and become the property of Laguna Madre Water District unless other agreement is accepted by the District.

Quality

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the District.

Default Provision

In case of default by the bidder or contractor, the Laguna Madre Water District may procure the products or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

Compliance with Law

All goods or equipment bid shall comply with all applicable Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the District from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or material.

Liability Insurance

The successful bidder must carry Public Liability Insurance with limits of at least \$500,000\$ 1,000,000 to protect the Laguna Madre Water District. Said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workmen's Compensation so that the Laguna Madre Water District will not be liable in any way for any claim evolving from said work in carrying out the contract.

Delivery Provisions

Bid price is to be based upon the delivery terms of Free on Board to each of the Laguna Madre Water District facilities listed on the specifications sheet. Title to the purchased goods does not pass until the item(s) is received by the District.

Withdrawal of Bids

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the District Administrator prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the District Budget and Finance Director after time specified for bid opening will not be considered.

Taxes

The Laguna Madre Water District is exempt from Federal Excise Tax and Texas Sales Tax and same shall not be charged to the District.

Hold Harmless Agreement

The successful bidder shall agree to save and hold harmless and defend the Laguna Madre Water District from and against any or all claims, demands, suits and liability for death or injury to any person or damage to or loss of property, which injury, loss or damage is caused by or arises out of the execution of this contract of agreement.

Proposal Costs

All proposal costs are the responsibility of the bidder. Laguna Madre Water District will not be liable for any costs incurred in proposal preparation, presentation or contract negotiation.

Inspection of sites

Each BIDDER shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The BIDDER should thoroughly examine and familiarize himself with the Drawings and Specifications, and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which Contractor should have been on notice as a result thereof. Visits to the site shall be arranged by Victor Valdez at telephone no. (956) 943-2626 Ext. 120.

Addenda and Interruptions

No oral interpretations by OWNER and its representatives shall be binding upon OWNER as to the meaning of the plans, specifications, contract documents, or other pre-bid documents. Every request for such interpretation should be made in writing, addressed to the Purchasing Department of the Laguna Madre Water District 105 Port Road, Port Isabel, Texas 78578, and must be received prior to the opening of bids in order to be considered. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be on file at the Department mentioned above no later than five (5) days prior to the date fixed for opening of bids, and will be mailed by certified mail with return receipt requested to all prospective BIDDERS (at the respective addresses furnished for such purposes), not later than three (3) days prior to said date. It will be the BIDDER'S responsibility to inquire as to any addenda issued and failure of any BIDDER to receive any such addenda or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Safety Provisions

BIDDER shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the public, railroad and job site working personnel will be eliminated. In addition to any other requirements of the Contract Documents, the BIDDER shall be responsible for familiarity and compliance with all Federal (OSHA), State, Railroad and local safety rules, laws and requirements, and must be familiar with color code of chemical products to prevent accidents.

Protection of Property and existing utilities

Within developed areas, all public and private property along and adjacent to the BIDDER'S operations, including lawns, yards, shrubs, drainage gradients, and trees, shall be adequately protected, and when damages occur, they shall be repaired, replaced, or renewed or otherwise put in a condition equal to or better than that which existed before the BIDDER caused the damage or removal. The BIDDER, thru mandatory contact with local utility owners, shall keep himself informed and take precautions as necessary to avoid damage.

Restoration of Damages

The restoration of any damage's to the LMWD 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 time frame above; the LMWD may investigate the complaint and determine its validity. Damages determined by the LMWD to be valid and due to the act(s) of the contractor, or other personnel while performing under this contract, may be corrected by LMWD and the costs incurred deducted from monies due the contractor. Such right of settlement of claims by the LMWD is in addition to the District's rights under "General Conditions and Instructions to Bidders." Repeat failures by the contractor to contact claimants or settle claims may be the basis for termination of the contract.

Termination for Default

The contractor's right to perform this contract may be terminated by the District in the event that services are not performed as called for in the contract. Thereafter, the District may have the service performed by others and the contractor shall be liable for all costs to the District in excess of the contract price for the remaining portion of the contract.

Termination for Convenience

If the LMWD elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for loss of anticipated revenue on the canceled portion of the contract.

Interrupted Service

After an interruption caused by severe inclement weather or other disaster the contractor must be prepared to complete the work without unnecessary delays.

Inspection and Acceptance

The District's inspection and acceptance of contractual compliance will be accomplished by a representative of the Administration Department. The name and telephone number of each District representative appointed for this contract will be furnished in writing to the contractor prior to commencement of the contract period.

Further Information or Clarification

Before submitting a proposal, bidder should carefully examine the entire Contract Document, including the specifications, and by the submission of a bid, the bidder will be understood to have read and be fully informed as to the contents of all of the bidding documents. Bidder should especially note any state or federal regulations and/or requirements in bids involving funds from respective agencies and be prepared to adhere to those requirements.

Should a bidder find any discrepancies, omissions, ambiguities, or conflicts among the contract documents, or be in doubt about their meaning, they should bring such questions to the attention of the Laguna Madre Water District Finance Director no later than five (5) business days prior to the date of the receipt of bids. The Laguna Madre Water District Finance Director will review the questions and, where information sought is not already indicated or specified, there will be a clarifying "Notice to Bidders," which will become part of the Bid Documents. Neither the District nor the Finance Director will be responsible for any oral instructions.

Laguna Madre Water District reserves the right to request any additional information that it may deem necessary before or after the proposal has been received. Should you wish to request any additional information or clarification on this bid; you must do so in writing via email or other delivery method that shall be your sole responsibility prior to the opening of the bids. The District shall be the sole determiner of the appropriateness of your request and whether it shall issue a response.

Should the District deem it appropriate to respond to your request for additional information; both your request and the District's response will be provided to the other bidders.

Your request is to be submitted to:

Victor Valdez, Director of Operations v-valdez@lmwd.org

Laguna Madre Water District

105 Port Road

Port Isabel, TX 78578

III. REQUIREMENT AND SPECIFICATIONS

Bid Number:	GM-16 - 10 - 13
Item Being Bid:	Ground Keeping Maintenance Contract
Pre Bid Meeting:	FRIDAY OCTOBER 21, 2016 @ 9:00 am.
Date Bids Due:	Thursday November 3, 2016 @ 10:00 a.m.
Date Bids Opened:	Thursday November 3, 2016 @ 10:00 a.m.

1. DELIVERY AND PERFORMANCE OF SERVICES: The contractor will furnish all necessary supervision, labor, vehicles, and equipment; including, but not limited to, tractor and self propelled mowers, trim mowers, string line trimmers, and hand and power tools needed for the efficient and effective mowing services required within each FACILITY.
 - 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. Services may be provided Monday through Saturday between the hours of 8 a.m. 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.
 - c. All work performed under this contract is to be of the highest industry and LMWD standards.
 - d. **If due to climatic conditions mowing services are not required during the term of this contract LMWD reserves the right to suspend mowing for one (1) or more cycles at no cost to LMWD.**
 - e. If additional mowing service is required for "special events," the contractor will respond within twenty-four (24) hours to the site designated. All additional work will be at the applicable mowed price quoted. Minimum payment for additional work will be on a per site basis.

- 2- SERVICES REQUIRED:
 - a. Landscape Mowing will consist of:
 - 1) Pre-mowing, **pickup and disposal of all litter from the site.**
 - 2) Mowing: Turf height 2-1/2" - 3". **2' outside perimeter fence. Where accessible. Will be discussed during walk through..**
 - 3) *All* grass and weeds adjacent to vertical surfaces, such as buildings, walls, fences, and trees, will be trimmed with string line trimmer. Care should be taken to ensure trimming around trees and shrubs does not result in any injury.

- 4) Edging of sidewalks, lead walks and concrete curb which are adjacent to turf areas. Edging shall be accomplished by mechanical edges to a minimum depth of three (3) inches below the rigid surface.
- 5) Upon completion of all mowing, edging, and trimming, debris is to be cleared from sidewalks, curb lines, and paved areas by use of blower type equipment and removed from the site.
- 6) Service will be accomplished in accordance with the established schedule (ONCE A MONTH). **TWICE WHEN APPROVED BY MANAGEMENT - Special Events**

b. Maintenance Mowing will consist of:

- 1) Pre-mowing, **pickup and disposal of all litter from the site.**
- 2) Mowing: Turf height 2-1/2" - 3". **Two feet outside perimeter fence.** Where accessible. Will be discussed during walk through.
- 3) All grass and weeds adjacent to vertical surfaces, such as building, walls, fences, and trees, will be trimmed with string line trimmer. Care should be taken to ensure trimming around trees and shrubs does not result in any injury.
- 4) Edging of sidewalks, lead walks and concrete curb which are adjacent to turf areas. Edging shall be accomplished by mechanical edges to a minimum depth of three (3) inches below the rigid surface.
- 5) Upon completion of all mowing and trimming, debris is to be cleared from sidewalks, curb lines, and paved areas and removed from the site.
- 6) Service will be accomplished in accordance with the established schedule (ONCE A MONTH). **TWICE WHEN APPROVED BY MANAGEMENT**

c. Vegetation Control

Objective: Manage vegetation at the sites to promote a clean and neat appearance that is free from vegetation-related safety hazards at minimum cost. Herbicide applications are the expected method of control except at locations where chemical management is not practical or economical.

1) Areas for Treatment:

Vegetation control areas shall include the entire surface area inside fences and zones outside fences where:

- a. Rock, gravel, or other bare ground surfacing exists as part of the site.
- b. It is evident that the Company has previously maintained the vegetation as part of the site.
- c. There are zones between the road frontage and the road, i.e., a drainage ditch that is obviously maintained as part of the site.

2) Miscellaneous:

- a. Frequency and timing of treatment shall be done to maximize their value. Pre-emergent treatment and other techniques that prevent later vegetation control requirements are preferred.
- b. Treatments that could cause soil erosion, or continue soil erosion should be discontinued or bypassed in those areas and notice shall be made to company as situation occurs.

- c. All herbicides and other related chemicals shall be pre-approved by company before use. Only EPA approved herbicides are allowed. Instructions on their labels shall be strictly followed.
- d. Chemicals known to be corrosive to surfaces of equipment or facilities at the site are not to be used unless corrosive effects can be mitigated immediately after application.
- e. **The successful contractor must keep vegetation & tree limbs off the perimeter of all fences and remove all clippings from the site.**
- f. The length of control (time) is for the treatment year only.
- g. The contractor shall place a tag, bearing the name of the site on the gate to indicate the date and time the site was sprayed or inspected.
- h. Contractor shall notify dispatcher by phone to request entry to any property of the District and to have someone from the department on hand while work is being done.
- i. A safety briefing shall be conducted by company for each crew, prior to commencement of work.

3. 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 tractor. Tractor mowers shall be equipped with a standard, rear mounted, "slow moving vehicle" sign as required by the Motor Vehicle Administration of Texas.
- 4) Subject to inspection and approval prior to the award of a term contract and at any time during the term of this contract.

4. METHOD OF PAYMENT:

- a. Payment will be on a per site mowed basis for each level of service.
- b. Payment is contingent upon the inspection and approval of the District.
- d. Invoices for Landscape or Maintenance Mowing shall include:
 - 1) Date of Invoice
 - 2) Purchase Order Number
 - 3) Facility Area (FA)
 - 4) Level of Service
 - 5) Itemized Listing including:
 - (a) Date mowed
 - (b) Location
 - (c) Area Mowed
 - (d) Bid Cost Per Area
 - (e) Extended Cost Per Location
 - 6) Total of Invoice

IV. GM-16 - 10 - 13 BID PROPOSAL FORM

Bid Number:	GM-16 - 10 - 13
Item Being Bid:	Ground Keeping Maintenance Contract
Date Bids Due:	Thursday November 3, 2016 @ 10:00 a.m.
Date Bids Opened:	Thursday November 3, 2016 @ 10:00 a.m.

Contractor Name:	
Contractor Phone &	
Contractor Email:	
Contractor Address:	
City, State, Zip:	

Provide a cost per site:

Item #	Location	Once A Month	Twice A Month(IF NEEDED)
1.	River Pump Station	_____	_____
2.	Reservoir IV	_____	_____
3.	Cuates Pump Station	_____	_____
4.	Water Treatment Plant 2	_____	_____
5.	Laguna Vista WWTP	_____	_____
6.	Lift Station #1	_____	_____
7.	Lift Station # 2	_____	_____
8.	Lift Station # 2	_____	_____
9.	Lift Station 38	_____	_____
10.	Elevated Water Tank #5	_____	_____
11.	Lift Station # 3	_____	_____
12.	Lift Station # 4	_____	_____
13.	Administration Office	_____	_____
14.	Maintenance/Warehouse	_____	_____
15.	Water Treatment Plant #1	_____	_____
16.	Port Isabel WWTP	_____	_____
17.	Isla Blanca WWTP	_____	_____
18.	Andy Bowie WWTP	_____	_____
19.	Elevated Water Tank #3	_____	_____
20.	Lift Station # 20	_____	_____
21.	Lift Station # 21	_____	_____
22.	Lift Station # 22	_____	_____
Total cost \$		_____	_____

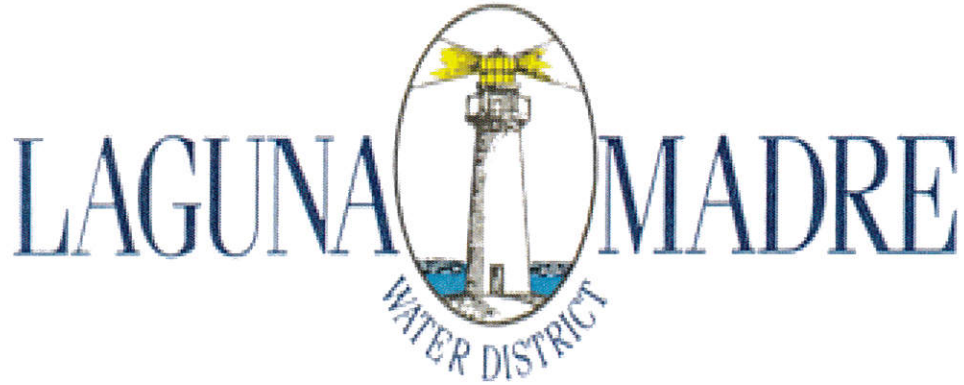
Addendum No. 1: Date: _____ Acknowledged by: _____

Addendum No. 2: Date: _____ Acknowledged by: _____

The District's payment terms are net 30 days. This contract shall be for a period of one year from November 2016 and end September 30, 2017 with an option to renew for an additional one year, if service is agreed upon in writing by both parties.

Representative Signature: _____

Representative Print Name: _____



October 14, 2016

To: All Bidders

Subject: Addendum No. 1 Bid Date Revision

Dear Bidder:

This is to notify you that the bid due date has been revised to Thursday November 3, 2016 at 10:00am.

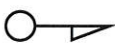
If you have any questions or need additional information don't hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Victor Valdez", is written in a cursive style.

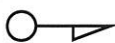
Victor Valdez
Director of Operations

River Pump Station (Hurman Rodriguez Rd, El Ranchito Area)





Reservoir IV (Rice track Rd., Russell Town

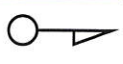


1 1/2 Mile E. of City of Los Fresnos on FM 2480

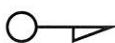


2' Fence

2' Fence



1 1/2 Mile W. of Town of Laguna Vista on Hwy 100

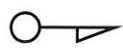


30448 Holly Beach Rd. Laguna Vista





Lift Station No. 1 804 E. Mesquite, Laguna Vista



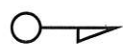


Lift Station No. 2 FM 510 at Water Tower, Laguna Vista

Lift Station No. 38 88 Bethpage RD Golf Course, Laguna Vista



Elevated Water Storage Tank #5, Corner of Coolidge & Pennsylvania, Laguna Heights



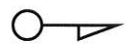
210 Washington St.



2' Fence
& half of Alley

WASHINGTON

HARDING



110 Wilson St.

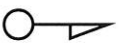


2' Fence
& half of Alley

WILSON

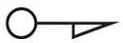
HARDING

TAYLOR





105 Port Road



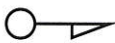


131 Woody Lane

2' Fence

WOODY'S

Fence



197 Woody Lane, Port Isabel



2' Fence



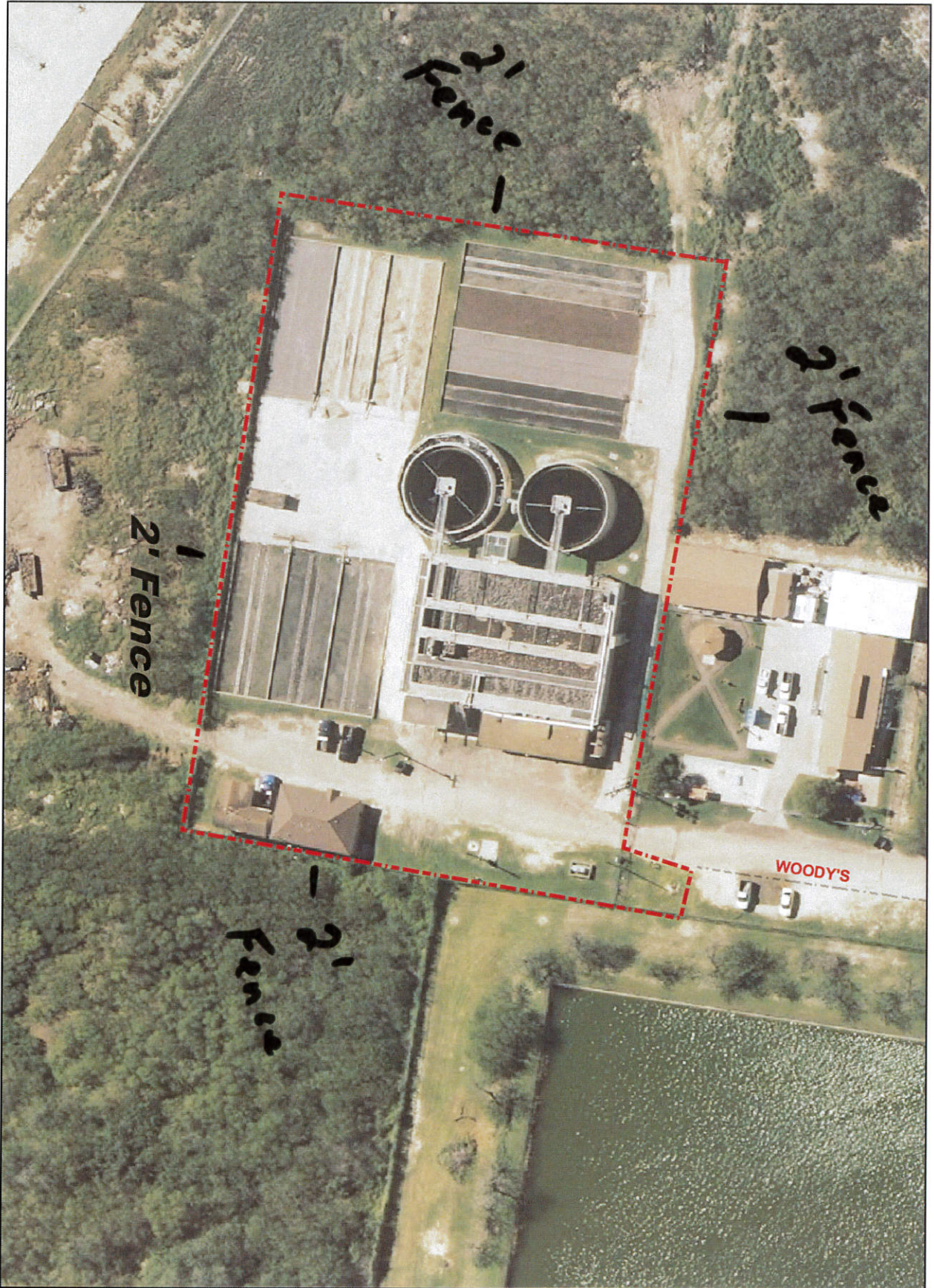
1 1/2' Fence

2' Fence

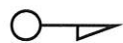
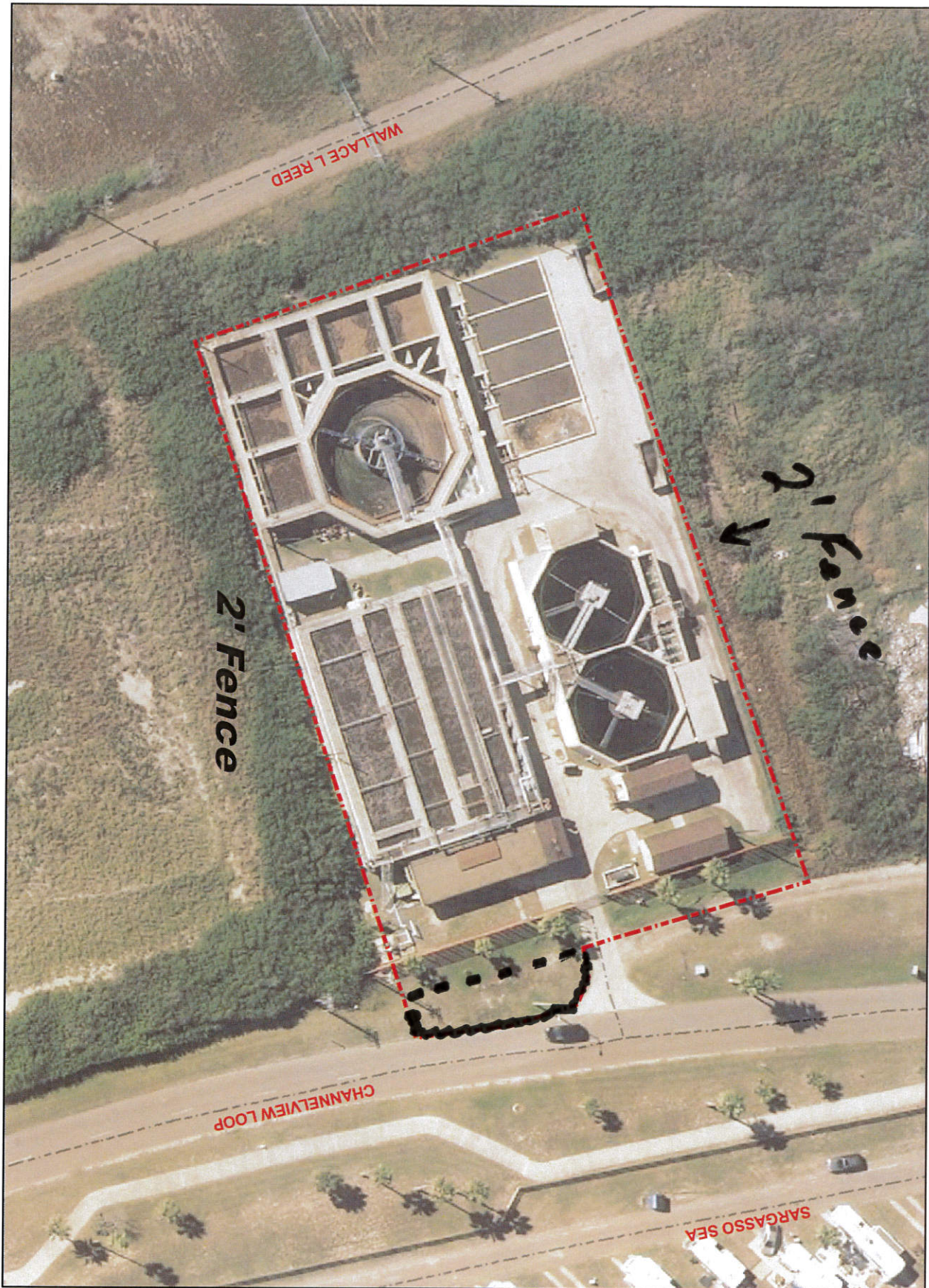
WOODY'S



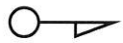
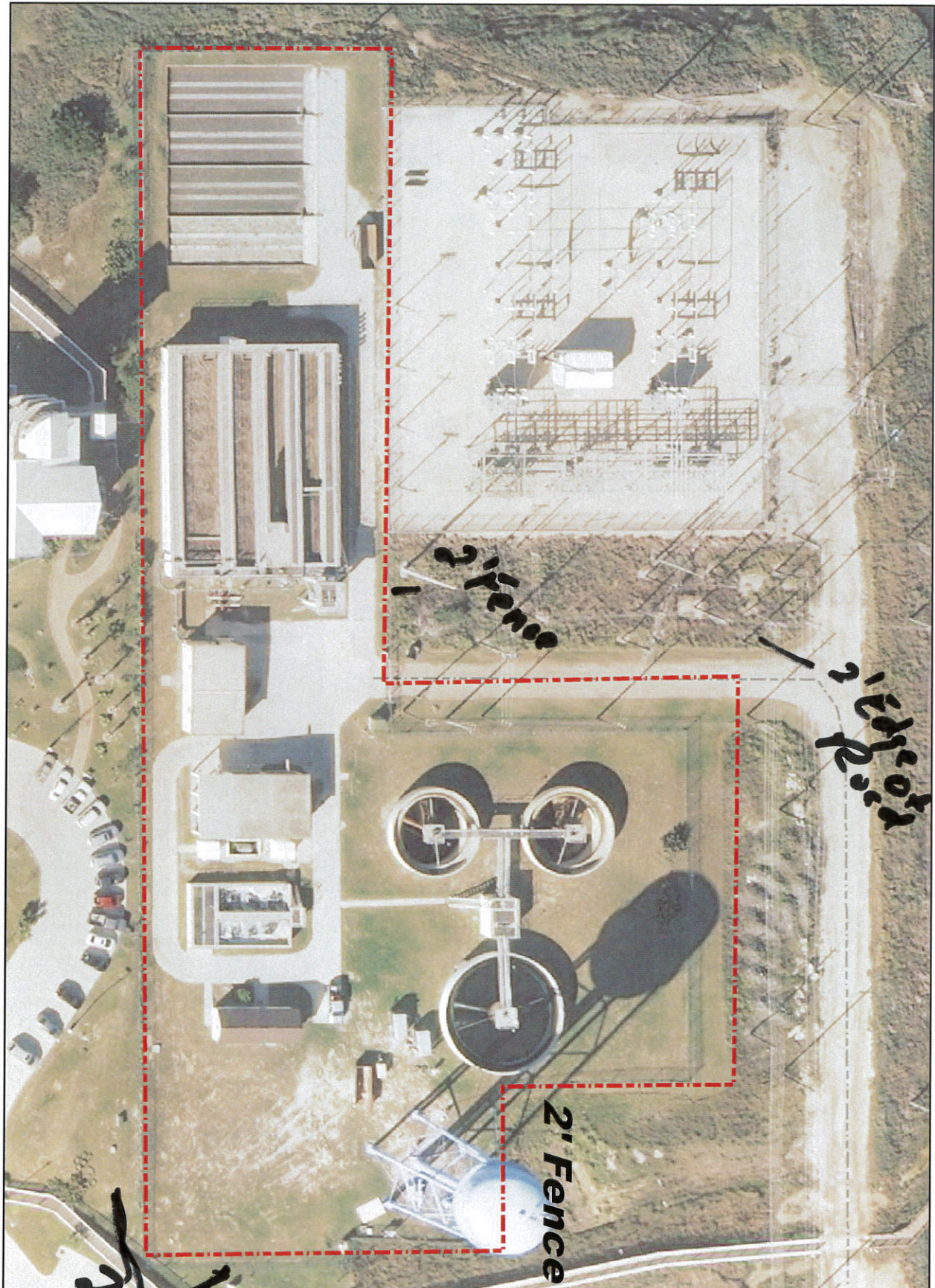
205 Woody Lane, Port Isabel



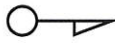
1004 Chanel Dr, Isla Blanca Park



6701 Padre, South Padre Island

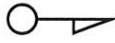
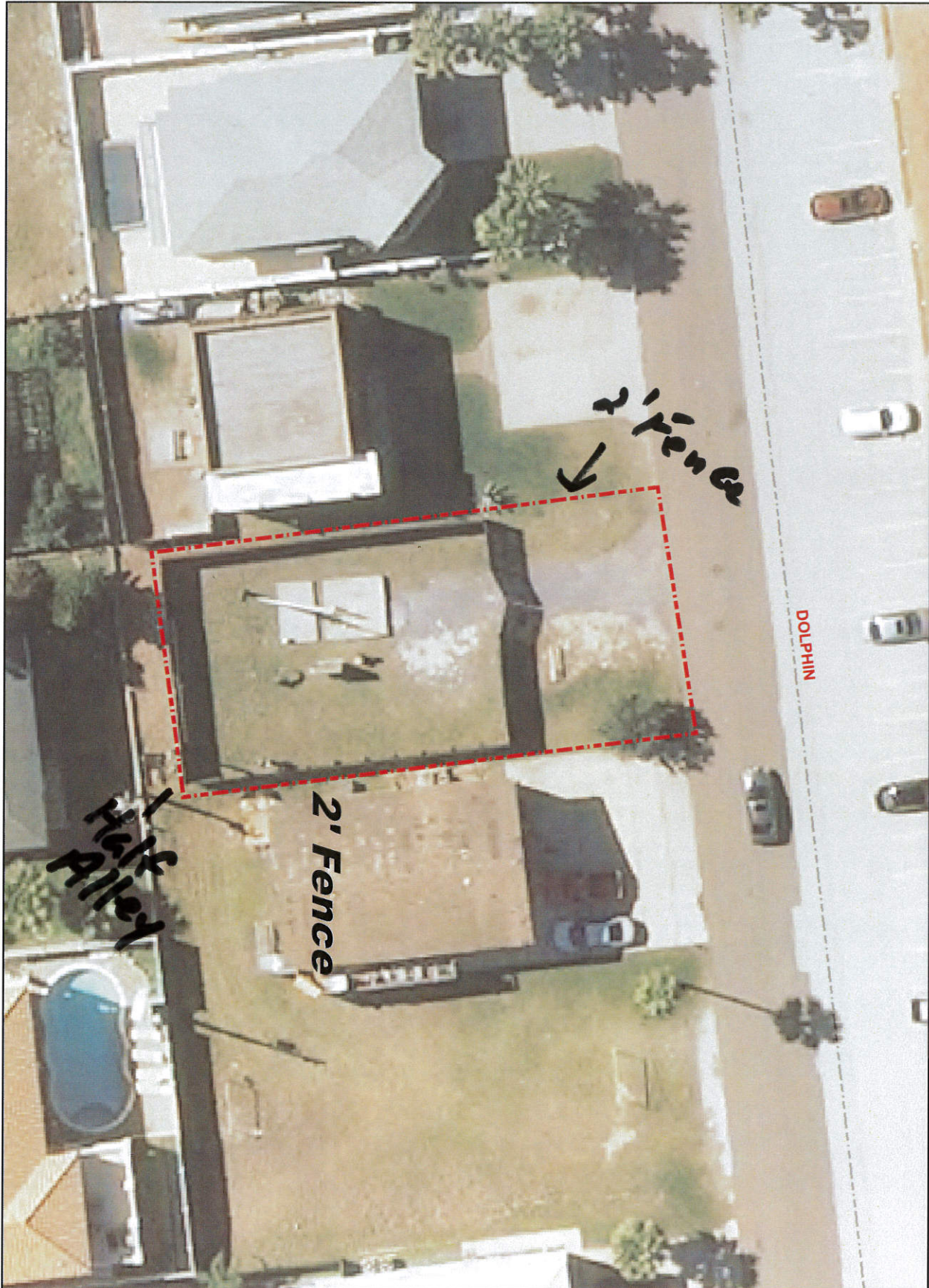


Corner of Husache & Laguna Blvd., SPI

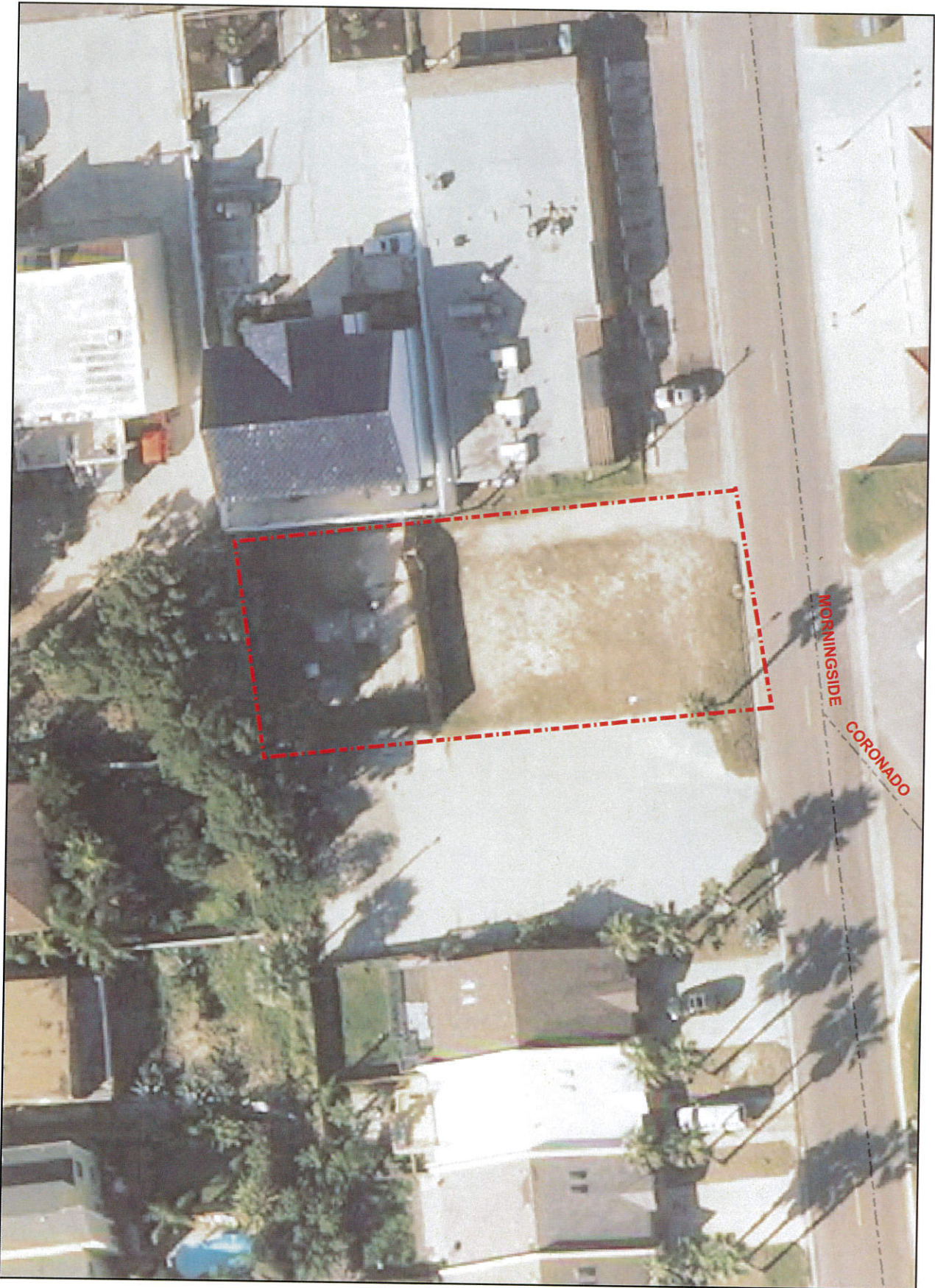


121 Dolphin, SPI

DOLPHIN



103 Morningside



103 Red Snapper, SPI

