



CITY OF KYLE, TEXAS REQUESTS FOR PROPOSAL (RFP)  
**Post Oak Garden Fencing: RFP-2023-38-PARD**

SPECIFICATIONS AND GENERAL PROPOSAL REQUIREMENTS FOR 8-FOOT-TALL FENCE FOR THE CITY OF KYLE  
POST OAK COMMUNITY GARDEN.

**NOTICE TO RESPONDERS:**

The City of Kyle is accepting proposals for an 8-foot-tall fence at Post Oak Community Garden as stated in this RFP and posted on our website: [www.cityofkyle.com](http://www.cityofkyle.com). The City of Kyle invites qualified companies to submit proposals to provide fencing cost estimates for the community garden at Post Oak. The city seeks a company with fencing installation experience and experience working with public municipal agencies. Proposals marked **POST OAK COMMUNITY GARDEN FENCING-RFP-2023-38-PARD** are to be submitted to:

Mariana Espinoza  
City of Kyle, Director of Parks and Recreation  
700 Lehman Rd Kyle, TX 78640  
(512) 262-3939

**REQUEST FOR PROPOSAL DEADLINE: 8:00 AM, WEDNESDAY, SEPTEMBER 27<sup>TH</sup>, 2023**

All proposals received will be reviewed by City Staff. The staff's recommendation will go to the Kyle City Council for final approval.

Proposals should be clearly marked, "**POST OAK COMMUNITY GARDEN FENCING-RFP-2023-38-PARD**". Any proposal received later than the specified time, whether delivered in person, postal mail or emailed shall be disqualified. The City of Kyle will not be responsible for delivering mail from the post office. The City of Kyle will not be responsible for proposals delivered to any location other than the one specified above. The City of Kyle will not be responsible for emailed proposals that did not get into "in-box". Respondents are encouraged to hand deliver their proposals well ahead of opening time or follow up to confirm their proposals were received before the deadline.

The City of Kyle reserves the right to reject any or all proposals submitted. Resolution 795-Adopted March 20, 2012: The City of Kyle City Council hereby gives local preferences if the contractor meets requirements under the Local Government Code Section 271.9051.

The City of Kyle is exempt from taxation under the Sales Tax and Use Tax Laws, and proposals shall not include such taxes.

**SCOPES:**

1. A site visit is optional prior to any company submitting a proposal. The site visit must be accompanied by a City of Kyle representative. Site visits may be scheduled during normal business hours between September 13th, 2023, and September 26th, 2023. To schedule a visit, please contact the City of Kyle Parks and Recreation Director as listed above.
2. This Request for Proposal is for one (1) year of services beginning October 3rd, 2023.  
POST OAK COMMUNITY GARDEN FENCE-RFP-2023-38-PARD

3. The Request for Proposal is to include cost estimates to include, but not limited to the following:
  - 600 feet of 8-foot-tall deer fencing.
  - Prefer galvanized steel core with black PVC coating.
  - Plans to include two 5-foot wide by 8-foot-tall gates with locking keypad capabilities. Must be ADA compliant with a full 90-degree swing.
  - One 12-foot-wide gate (or two 6-foot dual swing gates) 8-feet tall.
  - Installation of the fencing and gates.
4. It is customary and common for City Departments to request proposals for participation in programs funded or sponsored by the City. City parks are fully funded by City tax dollars. Therefore, the agreement to provide these services must be open to all interested in submitting a proposal. By submitting an RFP, the organization agrees to the terms and proposals being submitted.
5. The Kyle Parks and Recreation Department reserves the right to accept or reject any proposal submitted for any and all reasons.
6. The contractor should take all precautions necessary to protect the safety of garden users around the garden area (i.e., fencing off the jobsite), and all existing landscape, sidewalks, trails, etc. in the area.
7. The proposed budget for this project is not to exceed \$18,000. All associated costs are limited to only the area, or the sports fields and components allowed within budget.
8. Fencing improvements must meet the safety, design, and construction standards for quality projects.
9. Fencing improvements must be installed in full compliance with all applicable local, state, and federal regulations during the construction phase.
10. Winning proposals shall work with the City to obtain access agreements and applicable liability insurance policies.
11. The Contractor shall provide Certificate of Liability equal to or exceeding \$1,000,000 for General Liability, which will cover performance of its services under this agreement. The contractor will carry complete, adequate workmen's compensation insurance covering all employees of the contractor. Current certificates of all insurance, showing the City as an additional insured, must be submitted to and maintained on file with the City.
12. The Contractor will comply with all applicable federal, state, county and city ordinances and regulations in performing all services to be rendered by the Contractor under this Agreement. The City will comply with all applicable federal, state, county, and city ordinances and regulations in park improvements.
13. The contractor shall provide cell phone contact information to ensure communication during the installation of park improvements.
14. The contractor shall provide a written timeline of improvement installations.
15. The proposal shall include a company narrative that includes, but not limited to:
  - The history of the company
  - The experience of the company
  - A descriptive narrative of the proposed fence
  - A listing of completed fence improvements and municipalities the company has worked with in Texas in the past five years similar to the scope and size of this proposal and a list of these Texas cities of similar size and scope with contact information for reference purposes.
  - Photos, video or links to fence improvements projects that the company has completed during the last 5 years in Texas of similar size and scope.
16. The City of Kyle reserves the right to increase, decrease and/or adjust the fence improvement needs based on adopted budget.

**RFP RESPONSE FORMAT:**

The proposal shall be submitted that shows the final total costs to complete all scopes listed. It is required that you complete and return the RFP Response Page and all supporting documents as listed in Scope to be considered.

#### TERMINATION FOR DEFAULT:

The City of Kyle reserves the right to enforce the performance of successful proposal in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of agreement. The City reserves the right to terminate the agreement immediately in the event the successful proposal fails to: 1) meet delivery schedules; 2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposal, purchase elsewhere and charge the full increase in cost and handling to defaulting successful proposal.

#### TERMS OF PAYMENT:

Any conditions other than payment in full 30 days after services provided shall be included in proposal. This includes deposits and payments made the night of the show must be written in the proposal.

#### LIABILITY INSURANCE:

The Contractor shall provide Certificate of Liability equal to or exceeding all State minimum required coverage and listing City of Kyle as additional insured. Proposal shall also provide evidence of worker's compensation insurance for all employees performing work on City Property.

#### RECORDS AND INSPECTIONS:

Contractor shall maintain full and accurate records with respect to all matters covered under this agreement for a period of three years after the expiration or termination of this agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

#### PERMITS AND APPROVALS:

Contractor shall obtain, at its sole cost and expense, all permits, and regulatory approvals needed in the performance of this agreement.

#### REFERENCES:

Required with Scope 15.

#### RFP SUBMITTAL SCORING:

All complete proposals received will be reviewed by City Staff. The Staff's recommendation will go to City of Kyle Parks and Recreation Board for recommendation and then the Kyle City Council for final approval.

#### Scoring Matrix:

Total cost to provide service based on Scope, including cost to provide the fencing- 80%  
References- 20%

RFP SUBMITTAL PAGE

This page (page 4) shall be included in the submitted sealed proposal. Please submit 4 copies of the proposal.

Total fencing improvements:

(Cost of permits, licenses and insurance shall be included in these amounts) \_\_\_\_\_

Breakdown of fencing improvements? \_\_\_\_\_

Payment for improvements (please check one)

Full payment 30 days after completion

Deposit of \_\_\_\_\_% made \_\_\_\_\_ days before installation and balance paid in full \_\_\_\_\_

Full Payment made

Included in this submission package at these required supporting documents:

\_\_\_\_\_ A copy of a certificate or sample certificate of Insurance showing at least \$1M in General Liability and Statutory

\_\_\_\_\_ Workers Comp

\_\_\_\_\_ Company Narrative (Scope 15)

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

Company Mailing Address: \_\_\_\_\_

Contact for Company/Vendor: \_\_\_\_\_ Email: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

I, the undersigned agent for the company named above, certify that I am duly authorized to execute the proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other provider, 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 RFP.

Authorized Company Official (signature): \_\_\_\_\_

Authorized Company Official's Name: (printed): \_\_\_\_\_

Date Signed: \_\_\_\_\_