



# REQUEST FOR PROPOSAL

HAY FIELD MAINTENANCE  
RFP 2025-005

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**HAY FIELD MAINTENANCE RFP  
For  
City of Burnet Wastewater Plant Irrigation Field**

**1. KEY INFORMATION**

- SOQ TO BE SENT TO:** MARIA GONZALES, CITY SECRETARY  
1001 BUCHANAN DR. SUITE 4  
BURNET, TX 78611  
(512) 715-3217
- PRE-SUBMITTAL MEETING** 11 A.M., May 22, 2025; Teams Meeting ID: 240 336 559 213  
and passcode: Ea2VW34W
- QUESTIONS DUE BY:** 5:00 P.M., May 26, 2025
- PROPOSAL DUE BY:** 11:00 A.M., May 29, 2025

This solicitation is a Request for Proposal (RFP) under Job Order Contract Local Government Code Section 2269 Subchapter I, for a duration as noted in 2269.409 & 2269.410. The City of Burnet (City) is requesting proposals from qualified individuals or contractors interested in providing the City with hay field maintenance and management services, relating but not limited to: tilling and aerating the fields, cutting and baling hay, and reporting production data to City, and coordinating with City staff on pertinent matters.

The City reserves the right to negotiate with any and all individuals or contractors. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous and best value, or to waive any irregularities or informalities in the submittal received, and to revise the process schedule as circumstances arise.

If a Respondent finds a discrepancy in or omission from, or has a question about the meaning of, this RFP or other related documents, the Respondent should immediately notify the City.

By submitting a response to this RFP, each individual or firm (or Respondent) unequivocally acknowledges that they have read and fully understand this RFP and have asked questions and received satisfactory answers from the City regarding any provisions of this RFP with regard to which clarification was desired. The City of Burnet is not liable for any costs incurred by the Respondent in replying to this RFP.

**2. INTRODUCTION**

The City of Burnet is required by the Texas Commission on Environmental Quality (TCEQ) to provide land to dispose of treated wastewater effluent, to measure hay production, dispose of plant fertilizer material, follow a proper irrigation schedule and maintenance, and other items as indicated on the City's Wastewater Disposal Permit form TCEQ.

The City of Burnet invites qualified agricultural service providers to submit their qualifications for leasing and managing agricultural operations on approximately 223.5 acres of City-owned land near the Burnet Wastewater Treatment Plant located at 301 Wastewater Plant Way, Burnet, Texas. This land

is designated for agricultural use, primarily hay production, to support the City's treated wastewater effluent disposal needs.

### 3. BACKGROUND

The City of Burnet (referred to herein as the City) is located in Burnet County in the beautiful Hill County, approximately one hour northwest of Austin, Texas. Burnet is a growing community currently transitioning from a small rural community to a dynamic suburban city.

Burnet operates its own water and wastewater treatment facilities, which serve the entire City, plus additional areas outside the City limits. The City also operates its own electric distribution system and has a service area that covers most of the City limits.

The wastewater treatment plant sits on over 230 acres of land, of which 109.63 Acres are required to be used for irrigation and hay production. The selected responder will be required to coordinate with the City staff to meet the requirements of TCEQ regarding sludge disposal, irrigation, sampling, measurements, and other TCEQ requirements.

The selected contractor will be responsible for conducting and managing agricultural operations on the property. The primary objective is to cultivate Coastal Bermuda grass, along with other approved vegetation, to maximize effluent absorption while maintaining soil quality and adhering to the City's irrigation schedule.

The responder may accomplish these tasks using its own employees for over 50% of the tasks, but may subcontract with individuals, or other entities for discrete tasks, or responsibilities subject to City's approval in writing of any such subcontracts.

### 4. SCOPE OF WORK

The City of Burnet is requesting proposals from qualified contractors interested in providing the City with aforementioned services and as noted below. This project is a job order contract, with the initial term expiring on December 31, 2025. Both parties may then elect to extend the contract for successive one-year terms, for a total of three years. The price proposed herein shall remain the same through the end of the initial term, after which, the contractor may request a price increase, subject to approval by the City. The general scope of work shall include but not limited to the following:

#### Typical Maintenance Work of Hay Fields

1. Custom cut and bale the hay. City staff will remove the Hay from the field and store it. Coordinate with City staff on best time to cut/bale the Hay. Bales are to be 4'x5' round bales. Overall, 3 cuts per year are anticipated, with one being in winter, totaling anywhere from 2,000 to 4,000 bales per year. The price per bale includes equipment, material, labor, and associated components for complete bales.
2. Fertilizer: estimated 2 applications per year. The price per acre includes equipment, material, labor, and associated components. However, the water used to irrigate contains much phosphorus, thus do not provide fertilizer with phosphorus. Application rates shall be not less than recommended by manufacturer. The cost of the fertilizer shall be paid directly by the City.
3. Herbicide: Estimated 1 application per year or as needed. The price per acre includes equipment, material, labor, and associated components. Application rates shall be not less

than recommended by manufacturer. The cost of the herbicide shall be paid directly by the City.

4. Pesticide: The fields are prone to much fire ant invasion. Along with Control weeds control of fire ants is important. This is estimated 1 application per year or as needed. The price per acre includes equipment, material, labor, and associated components. Application rates shall be not less than recommended by manufacturer. The cost of the pesticide shall be paid directly by the City.
5. No Till Planting: 40 acres are set aside for winter crop. This price per acre includes seeding, equipment, material, labor, and associated components.

Typical Operations completed by City Staff. Contractor is anticipated to coordinate work schedule with the City as not to inhibit these operations:

1. Move irrigation side rollers to irrigate each area. Typically, this entails moving side rollers up to 3 times per day.
2. Operate valves to turn water on/off and connect pipe to side rollers.
3. At times irrigation must occur to dispose of the over filled ponds; regardless of whether the fields needs it.
4. Maintain irrigation equipment. Perform repairs as needed.
5. Provide gasoline to operate rollers.
6. Coordinate dates of cutting and areas to be irrigated, and assure that irrigation is not occurring at the same time as the sport complex ball fields.
7. City staff will from time to time dispose and distribute sludge (sewer plant byproduct) in the field.
8. Annually conduct soil tests on the Premises sufficient to determine that the appropriate level of nutrients are present in the soil to stimulate the maximum growth of the Coastal Bermuda, hay, or other approved seasonal vegetation.

Other Contractual Obligations:

1. *Occupy the Premises, conduct its business, and control its agents, employees, invitees, and visitors in such a manner as is lawful, reputable and will not create a nuisance to other contractors of, or persons adjoining, the Premises. The contractor may not occupy any of the buildings on-site without prior written permission of the City. In the event that such permission is granted, the contractor may make use of that building until such time that the City notifies the contractor to vacate that building.*
2. *Implement practices and procedures that both further City's objective of soil conservation and protects the soil from erosion.*
3. *Take reasonable and necessary action, consistent with this Agreement, to control noxious weeds and fire ants in a manner to assure that the grass, hay and other approved vegetation are such, at all times, to maximize the absorption of effluent.*
4. *At Contractor's sole cost and expense, the Contractor shall comply with all laws, ordinances, orders, acts, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over Contractor and regulating its use of the Premises, provided that City shall be responsible for the costs and expenses of irrigating the Premises in conformance with applicable TCEQ regulations.*
5. *Provide City with a plan of operation, which includes details about plowing and leveling of land that is necessary to facilitate and maximize irrigation.*

6. *The Contractor shall expedite the cutting, turning, baling, and removing of hay to limit interference of irrigation of fields*
7. *No food crops are allowed on fields; Feed crops shall not be harvested for 30 days after sludge application.*
8. *The irrigation system must prevent: Ponding of effluent; Runoff beyond the designated irrigation area; Spraying of effluent onto roads, ditches, or other off-limit areas; and spray systems may require specific nozzle types to reduce drift.*

The Contractor must demonstrate:

1. Minimum of 5 years of experience in agricultural land management, particularly in hay or forage production.
2. Expertise in water management, crop irrigation, and familiarity with best practices for agricultural productivity and land conservation.
3. Access to necessary equipment, staff, and resources to maintain large-scale agricultural operations and meet safety standards.
4. Ability to provide adequate liability insurance coverage for all associated risks, with the ability to comply with the City's insurance requirements.
5. Be in good financial standing and current in payment of all taxes and fees.

## 5. RFP FORMAT

Failure by the Respondent to submit the documentation listed below may disqualify the Respondent from consideration. The Respondent is responsible for verifying that the City has received the proposal.

When submitting in person or via mail, the proposal shall be tab-indexed corresponding to the sections listed below. Include only the information specified for each section.

**Cover Letter and Resume – Section 1:** The cover letter/resume to include the RFP response due date, respondent's (company) name, contact name, and telephone number. Provide a brief introduction of the respondent and project team (if any), plus a summary-level overview of the proposed operation.

**Statement of Qualifications – Section 2:** Fill out attached qualification statement. The respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience. Attach any pertinent information. Respondent shall describe its qualifications referencing specific similar projects that have been deployed by the respondent within the last 5 years. If examples/similar experiences are cited, then submittal must include a name and contact for the City to contact. Qualifications shall provide a straightforward, concise description of the respondent's ability to meet the requirements.

**Equipment – Section 3:** Fill out the Technical Proposal Equipment Form. The Respondent shall provide a detailed description of the equipment owned/leased that are intended to be used on the property.

**Personnel – Section 4:** Fill out the Technical Proposal Personnel Form. The Respondent shall include a staffing plan demonstrating staff qualifications and experience, including subcontractors (if any). This plan should describe the staff proposed and the functions they will perform. Item 3 and 4 may be combined into one if easier for the respondent.

**References – Section 5:** The Respondent shall submit a minimum of three (3) references to substantiate the qualifications and experience requirements for services. References are preferred to be municipalities or commercial entities. References shall attest to the Respondent’s ability to provide the services outlined in this RFP and Scope of Work. References shall include name, point of contact, telephone number, and type of service performed.

## 6. GENERAL RFP INFORMATION

The Respondent’s submission will be valid for a period of 90 days after the indicated deadline. The Respondent may elect to extend the validity period beyond this time at its discretion. The City of Burnet is not liable for any costs incurred by the Respondent in replying to this RFP.

**Disclosure of Response:** All information submitted in an accepted response will be retained by the City for the period specified in the State of Texas records retention schedule. The information will not be returned to the Respondent. The Public Information Act, Government Code Chapter § 552, allows the public to have access to information in the possession of a governmental body through an open records request.

**Interview:** The City may request any and/or all Respondents to attend an interview with a City representative, City staff, or a combination thereof.

**Termination for Convenience:** A termination-for-convenience clause shall be included in the Work Agreement. Except as otherwise provided in the final Work Agreement, the City may, by written notice to the contract holder, terminate the Contract, in whole or in part, when the City determines, in its sole discretion, that that such termination is in its best interest.

The respondent shall not be entitled to recover any cancellation charges or lost profits.

**Insurance:** The Operating Agreement shall include provisions requiring the respondent to provide insurance certificate as required by the Agreement.

## 7. CITY’S RESPONSIBILITIES

The City will assign a key contact and representative to oversee work performance and ensure compliance with the Agreement.

The City reserves the right, but not the obligation, to perform periodic audits or field reviews as needed to determine whether the Contractor is operating in accordance with federal, state, and local laws, as well as the terms of the agreement executed between the City and the Respondent.

## 8. RFP EVALUATION AND SELECTION

Only complete responses containing the required submittal documents and meeting qualifications will be considered. Minor inconsistencies or deviations may be waived at the City’s sole discretion. The City will rank all proposals that are complete and responsive to the requirements of the RFP and may select the Respondent whose proposal offers the apparent best value to the City.

**Other Provisions:** The Respondent shall provide the specified service requirements in accordance with all applicable local, federal and state laws, standards, rules, and regulations necessary to perform the services.

**Evaluation:**

Respondents are prohibited from contacting members of the evaluation team or City of Burnet City Council members. The Respondent's qualifications will initially be scored on a pass/fail basis. It is the Respondent's obligation to ensure that referenced projects are relevant and the scope performed is clear to the evaluation team. If the Respondent's qualifications meet the minimum criteria, the response will be further evaluated utilizing the criteria below.

1. Equipment and Staff
2. Experience and Expertise
3. References
4. Fees for service

The response may be disqualified if the City is unable to verify qualification and experience requirements from the Respondent's references. The response may be disqualified if the City receives negative responses. The City will be the sole judge of references.

**Award:** Following evaluation and recommendation by the City's Review Committee, the City's project manager may inform the City Council regarding the proposal determined to provide the apparent best value to the City. The Council may accept or reject the recommendation, and if permitted, authorize City Staff to negotiate with the apparent best Respondent. The negotiated contract may be submitted to the City Council for ratification and award and may be subject to the successful completion of negotiations or any other conditions identified in the RFP, or by the Respondent. If an agreement satisfactory to the City cannot be negotiated with that Respondent, or if in the course of negotiations, it appears that the proposal will not provide the City with the overall best value, the City will then formally end negotiations with that Respondent and, in its sole discretion, may either (1) reject all proposals, (2) modify the RFP and begin again the solicitation, or (3) proceed to the next most highly ranked proposal and attempt to negotiate an agreement with that Respondent. Selections may be based on the City authorizing staff to negotiate individual projects. Respondents may be required to make presentations and/or provide written clarifications of their responses at the request of the City.

The highest ranked Respondent(s) shall be required to attend a pre-award meeting in Burnet, Texas, with the City staff within ten (10) calendar days after notification. The purpose of the meeting is to discuss the terms and conditions, discuss schedule, coordination, and to provide additional information regarding the City's current programs underway. Failure to attend this meeting shall result in the City dismissing the highest-ranked Respondent and begin negotiations with the next highest ranked Respondent.

9. QUALIFICATION STATEMENT FORM

President (or Managing Partner, etc.): \_\_\_\_\_

Years in Business Under Present Name: \_\_\_\_\_

List all other names the business has operated in the last 10 years: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

**Relevant Experience**

Respondent should include at least three operations of similar size and nature for which they are submitting qualifications. List additional similar contracts on a separate sheet with the following information on each and attach hereto:

1. Experience:

Project/Operation (*Name, Location and Contact*)

Contract Amount: \$ \_\_\_\_\_ Contract with: \_\_\_\_\_

Date Started and Completed: \_\_\_\_\_

Description: \_\_\_\_\_

2. Experience:

Project/Operation (*Name, Location and Contact*)

Contract Amount: \$ \_\_\_\_\_ Contract with: \_\_\_\_\_

Date Started and Completed: \_\_\_\_\_

Description: \_\_\_\_\_

3. Experience:

Project/Operation (*Name, Location and Contact*)

Contract Amount: \$ \_\_\_\_\_ Contract with: \_\_\_\_\_

Date Started and Completed: \_\_\_\_\_

Description: \_\_\_\_\_

10. TECHNICAL PROPOSAL EQUIPMENT FORM

List below equipment to be used under this contract. Specify the equipment type, brand, whether the respondent owns or leases the equipment, whether the equipment will be stored on-site or transported as needed, and provide a brief description of its intended use.

EQUIPMENT TYPE <i>(Tractor)</i>	BRAND	OWNED/ LEASED	STORED OR TRANSPORTED	USED FOR:

11. TECHNICAL PROPOSAL PERSONNEL FORM

List below the personnel working under this contract. Specify the name, title in the field, and job duties. Additionally, indicate whether they are day labors, fully employed by the respondent, or other and describe.

Name	Title	Employee/ Day labor/ other	Job Duties

12. REFERENCES

References: Provide at least 3 professional references below. Include name, contact information, the length of time you have known them, and a description of how you have collaborated with them.

Name: Number: Known for (years): Describe:	
Name: Number: Known for (years): Describe:	
Name: Number: Known for (years): Describe:	

**13. PROPOSAL FORM**

Respondents will be required to fill out State of Texas Conflict of Interest Questionnaire, form TGC 2270 and no boycott forms, and other requested forms by the City.

We, the undersigned, propose to furnish the item listed in the RFP and the forthcoming contract below and guarantee that we will furnish the goods in accordance with the attached documents.

By submitting this proposal, the submitter understands that they must enter into an agreement with the City for the award of this contract. The City may enter into a contract that restricts the total contract amount, total contract time, or number of accounts served.

The City of Burnet shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City of Burnet all such information and data for this purpose, as the City of Burnet may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Burnet, whereas the bidder is qualified to carry out properly the terms of the contract.

<b>ITEM</b>	<b>UNIT PRICE \$/Unit</b>	<b>ESTIMATED QUANTITIES</b>	<b>EXTENDED PRICE</b>
Custom Cut & Bales 4'x5' Round Bale		3,000 bales	
Fertilizer Application 2x Year		223.5 Acres	
Herbicide Application 1x Year		223.5 Acres	
Pesticide Application 1x Year		223.5 Acres	
No Till Planting		40 Acres	
<b>TOTAL PRICE</b>			