



# INVITATION TO BID

**BID NUMBER:** 2016-018

**BID FOR:** Annual Contract for Grounds Maintenance for Medians and Rights-of-Way

**BID CLOSE DATE:** August 22, 2016

**BID CLOSE TIME:** 2:00 P.M.

**CONTACT:** Sandy Bradley, CPPO  
Purchasing Manager  
E-mail: [sbradley@burlesontx.com](mailto:sbradley@burlesontx.com)  
Telephone: 817-426-9653  
Fax: 817-426-9368

Sealed bids **ORIGINAL PLUS THREE COPIES**, subject to the Terms and Conditions of this INVITATION FOR BIDS and other contract provisions, will be received by the **Purchasing Manager at 141 W. Renfro, Burleson, Texas 76028**, before the closing time and date shown above. **Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Burleson and have the bid number, closing date, and company name clearly marked on the outside envelope.** The City will retain late bids; however, they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Manager. The undersigned agrees if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be 90 calendar days.

**THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE BIDDER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION FOR BID. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN.**

Company Name and Address	Company's Authorized Manager:
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date
Fax No.	Email address:



Bid Form

BID NO. 2016-018

(This number must appear on ALL correspondence.)

THIS IS NOT AN ORDER

DESCRIPTION	CYCLES	ACRES	COST PER ACRE	EXT. PRICE
Annual Contract for Grounds Maintenance on Medians and Right-of-Way (ROW) and Landscape Bed Maintenance per City of Burleson Bid No. 2016-018				
A. Yellow– Medians/Right of Ways Finish Cut (Bi-Weekly)	18-20	101		
B. Green – Medians/Right of Ways Finish Cut (Bi-Weekly)	18-20	16		
C. Pink – High Point Business Park (Weekly)	36-40	5		
D. Orange – Russell Farms (Weekly)	36-40	5		
			COST PER CYCLE	
E. Yellow - Wilshire Blvd (from Viaduct to Elk Dr.)	18-20			
Mowing of Buffalo Grass (3 times or as instructed)	3			
F. Pink - High Point Business Park (all landscape beds)	18-20			
<b>TOTAL</b>				

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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

All Prices are F.O.B. Delivered

Terms: NET 30

Pricing: FIRM

# CITY OF BURLESON INSTRUCTIONS TO BIDDERS

## 1. BID DELIVERY

Bids must be received by the Purchasing Manager prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the bidder. Late bids will be returned to the bidder unopened. The time stamp clock in the Purchasing Office is the time of record.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of bid documents to the City of Burleson, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

## 2. BID DOCUMENTS

**Review of Documents:** Bidders are expected to examine all documents that make up the bid. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the bid. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bids.

**Location of Documents:** The Purchasing Division issues Bids. The location and phone number for the Purchasing Division is specified in the advertisement and the bid.

**Explanations or Clarifications:** Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Purchasing Division not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to [sbradley@burlesontx.com](mailto:sbradley@burlesontx.com) or faxed to the City at (817) 426-9638. The fax must clearly identify the bidder's company name, point of contact and bid number. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.

**Preparation of Bid:** Each bidder must furnish the information required by the bid on the documents provided. Bids submitted on other than the forms included in the bid package may be considered non-responsive. Any attempt to alter the wording in the bid may result in rejection of the bid.

**Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

**Brand Name or Equal:** If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

**Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

**Prices:** Bids shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

**Signature:** The bidder must sign each document in the bid requiring a signature. If addenda are issued, the bidder must initial any physical change made to the bid.

**Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the specifications of the bid package. Cashier's check or an acceptable surety bond in the amount indicated (or in the amount of 5% of the total of the bid submitted) must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 business days after the contract has been awarded and vendor notified of award.

To be an acceptable surety on the bond (1) the name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570), or (2) the surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Bid Preparation Costs:** All costs associated with preparing a bid in response to a bid solicitation shall be borne by the bidder.

### 3. SUBMISSION OF BIDS

Unless otherwise specified, bidders are required to submit the following required documents labeled "original" and one (1) copy.

**Documents Required with Bid:** The following documents must be submitted with each bid prior to the due date:

1. The signed Invitation to Bid sheet
2. Pricing Sheet
3. Cooperative Purchasing Form
4. MWBE Participation Form (if applicable)
5. References (if required)
6. No-Bid Form (if applicable)
7. Any other documents included in the bid specifications requiring completion or execution by the bidder (i.e. **bid bond**)

**The bidder should retain all other pages in the bid document.**

**Addenda:** Receipt of addenda must be acknowledged by signing and returning the Addenda with the bid, if requested, or under separate cover prior to the due date. Any interpretations, corrections or changes to Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Purchasing Manager. Addendum will be posted on [www.publicpurchase.com](http://www.publicpurchase.com) and all that are known to have accessed the bid documents will be notified by email that an addendum has been posted.

Failure to return any and all issued addenda may adversely affect the bidder's opportunity for award.

#### 4. MODIFICATIONS OR WITHDRAWAL OF BIDS

**Modification of Bids:** Bids may be modified in writing at any time prior to the due date and time. Modifications should be returned in a sealed envelope marked on the outside with the bidder's name, address, bid number, and the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.

**Withdrawal of Bids:** Bids may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the bidder) at any time prior to the due date. A bid may also be withdrawn in person by a bidder, provided the withdrawal is made prior to the due date. The bidder must sign a receipt of withdrawal.

No bids may be withdrawn after the due date without forfeiture of the bid security (if required), unless there is a material error in the bid. Withdrawn bids may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

#### 5. OPENING OF BIDS

The Purchasing Division representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time.

#### 6. EVALUATION FACTORS AND AWARD

**Evaluation:** Bidders may furnish pricing for all or any portion of the bid (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the bid, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.

**Award:** The City of Burleson shall award the bid to the lowest responsive, responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the bidder and the bidder's goods/services;
3. Quality of the bidder's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Bidder's past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the bidder's goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.
9. Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

**Acceptance of Bid:** Acceptance of a bid for a one-time purchase will be in the form of a Purchase Order. Acceptance of a bid for a supply or service agreement will be governed by this document and a Purchase Order. Subsequent purchase orders may be issued as appropriate. The contents of a bid shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

**Reservations:** The City expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (a minor informality is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalance unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.

## **7. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER**

**Certificates of Insurance:** When insurance is required, the bidder must provide certificates of insurance in the amounts and for the coverage required to the Purchasing Division within 10 business days after notification of intent to award, or as otherwise required by the bid specifications.

**Payment, Performance, and Maintenance Bonds:** When payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within 10 business days after notification of intent to award, or as otherwise required by the bid specifications.

## **8. CONTRACTOR SELECTION**

If awarded, the contract shall be based on the City's evaluation criteria and compliance with bid requirements. A **responsive** bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications. A **responsible** bidder is defined to be one who demonstrates specific selection criteria responses indicating that the company can successfully deliver the supplies, equipment, or services being procured.

## **9. COMPLIANCE WITH LAWS**

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

## **10. PUBLIC DISCLOSURE**

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

## **11. PROHIBITED VENDORS**

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department

of the Treasury, Office of Foreign Assets Control <http://www.treas.gov/offices/enforcement/ofac/sdn/>. Vendor agrees that should at any time during the term of this contract they become listed on the Terrorism List, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List.

## 12. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file conflicts of interests disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

## 13. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

### A. Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities.

**ONLY THE VENDOR THAT IS NOTIFIED OF PENDING AWARD WILL BE REQUIRED TO PROVIDE FORM 1295.**

**CITY OF BURLESON  
STANDARD TERMS AND CONDITIONS**

- 1. APPLICABLE LAW** - This Contract is entered into subject to the Charter and ordinances of the City of Burleson, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract will be enforceable in Burleson, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Johnson County, Texas.
- 2. INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, Manager, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, Managers, employees, contractors, subcontractors and consultants.
- 3. ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Burleson. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.
- 4. SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 5. MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
- 6. REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
- 7. M/WBE** – As a matter of policy with respect to the City of Burleson projects and procurements, City of Burleson also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.
- 8. PAYMENT TERMS** - All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
- 9. TAXES** - The City of Burleson is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.
- 10. FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Burleson, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Burleson providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.



- 11. F.O.B. DELIVERED AND DAMAGES** - Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Burleson, Texas, and shall include all freight, delivery and packaging costs. The City of Burleson assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.
- 12. CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 13. PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."
- 14. TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the City of Burleson until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
- 15. FORCE MAJEURE** - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.
- 16. RIGHT OF INSPECTION** - City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.
- 17. RIGHT TO AUDIT** - Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.
- 18. PRICE WARRANTY** - The price to be paid by the City shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

- 19. WARRANTY SERVICE CLAUSE** - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Burleson or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.
- 20. NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.
- 21. SAMPLES** - Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
- 22. SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 23. INDEMNIFICATION** - Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, Managers and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, Managers, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, Managers and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, Managers or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

- 24. NON-DISCRIMINATION** - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Burleson because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
- 25. DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
- 26. TERMINATION FOR DEFAULT** - The City of Burleson reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.
- 27. TERMINATION WITHOUT CAUSE** - The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 28. NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.
- 29. ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.
- 30. HEADINGS** – The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

## INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

The successful bidder shall submit evidence of required insurance on an original ACORD certificate not later than fifteen (15) working days following notification of intent to award. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder.

A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work.

1. **Commercial General Liability:** \$500,000.00 per occurrence, \$500,000.00 products/completed operations and \$1,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
3. **Workers' Compensation and Employers' Liability:** Statutory. Employers Liability policy limits of \$100,000.00 for each accident, \$500,000.00 policy limit - Disease.

### Other Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Burleson  
Purchasing Division - Bid No. 2016-018  
141 W. Renfro  
Burleson, Texas 75028

6. Workers' Compensation Insurance Coverage
  - a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

- b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
7. Persons providing services on the project ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
8. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
9. The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.
10. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
11. The contractor shall obtain from each person providing services on a project, and provide to the City:
- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - b. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - c. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
  - d. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
  - e. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
  - f. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
    - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. obtain from each other person with whom it contracts, and provide to the contractor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  5. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
12. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
13. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

**CITY OF BURLESON**  
**ITB 2016-018**

**ANNUAL CONTRACT FOR GROUNDS MAINTENANCE FOR MEDIANS AND RIGHT-OF-WAYS**

**PART 1 - PURPOSE**

The purpose of this specification is to establish an annual contract for grounds maintenance on medians and rights-of-way (ROW) **(Yellow, Green, Orange and Pink ONLY, see map)** for the Parks and Recreation Department.

**SCOPE**

Grounds maintenance will be accomplished on a per cycle basis. A typical median cycle (yellow and green) will be bi-weekly with estimated 18 - 20 cycles.

A typical grounds maintenance cycle (orange and pink) will be weekly with an estimated 36-40 cycles.

A typical bed maintenance cycle (Wilshire – Viaduct / Elk Dr / 3 beds located in front of Schlotzsky's, High Point Business Park – all beds) will be bi-weekly with an estimated 18 – 20 cycles.

**POINT OF CONTACT**

The Purchasing Manager, identified below, is the sole point of contact regarding the bidding documents from the date of issuance until selection of the successful vendor. The point of contact for inquiries concerning this bid is:

Sandy Bradley, CPPO  
Purchasing Manager  
City of Burleson  
141 W. Renfro  
Burleson, Texas 76010  
817-426-9653 or Fax 817-426-9368  
[sbradley@burlesontx.com](mailto:sbradley@burlesontx.com)

**RESTRICTION ON COMMUNICATION**

All communications relating to this sealed bid must be directed to the City's contact person named above. All other communications between a Vendor and City staff and public officials **concerning this bid are prohibited**. Failure to comply with this requirement may result in the City disqualifying the Vendor's bid.

**BID PROCESS**

Each bidder shall carefully examine all bid documents and any and all addenda or other revisions, and thoroughly familiarize with all requirements prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from the bid documents, or should the bidder be in doubt as to the meaning, the bidder shall at once and in any event, not later than five (5) working days prior to bid date, submit to the Purchasing Manager a written request for interpretation or correction thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by written addenda to all persons who have attended the pre-bid conference. All inquiries shall be directed to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028.

## MAPS

The map has been attached through the vendor registration site and can be downloaded the same as the bid documents. Or call Sandy Bradley, CPPO, 817-426-9653.

## SUBMITTALS

Contractors shall submit one original and four copies with the following items as the bid:

1. Cover Sheet with authorized signatures
2. Bid Form
3. Operational Plan
4. Bidder's Questionnaire
5. Copy of Commercial Pesticide License if applicable
6. Reference Sheet
7. Cooperative Purchasing Form
8. MBE/WBE Form if applicable

## REQUIREMENTS CONTRACT

The Parks Manager or designee has the authority to cancel maintenance cycles at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. It is assumed that the Contractor shall be notified of any cancellation(s) at such time that a Notice to Proceed is issued for any maintenance cycle.

Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

## TRANSITIONAL PERIOD

In the event that a new Contractor(s) is (are) not selected by the City of Burleson, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until new contracts can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

## ADDITION OR DELETION

The City reserves the right to add or remove items as circumstances warrant. The City of Burleson reserves the right to purchase additional units under the terms of this specification.

## CONTRACT TERM

The contract shall be for a term of one year beginning upon City Council approval. The City and contractor may, upon mutual consent, extend the contract for **three additional one-year periods** after the initial term, upon written request of the contractor presented no later than forty-five (45) days prior to the expiration of the contract. The rates can be adjusted upward or downward at this time at a percentage not to exceed the effective change in the price index (CPI) for the previous twelve (12) months.



At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Should funding not be approved by the City Council for any given budget year during the contract term, the contract will become null and void upon the completion of the appropriated funding.

## **CONTRACT**

The bid document, as amended by addendum, returned and awarded by Burleson City Council shall constitute the contract.

## **METHOD OF AWARD – BEST VALUE RANKING APPROACH**

The City of Burleson intends to award a contract to the vendor who provides goods or services at the best value for the City of Burleson. The City may choose to award the contract based on the lowest responsible bid or the best value ranking, whichever is deemed to be in the best interest of the City. In determining the best value for the City of Burleson, the City will consider price and relevant experience/references to the extent to which the goods or services conform to the specifications herein.

Measurable criteria are used to determine the best value ranking. The measurable criteria are added together to determine the vendor's total score. The vendor with the highest score has the highest ranking. The award shall be made to the vendor with the highest ranking. If there is only one response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible vendor.

An agency evaluation committee, or a designated individual, will evaluate the information provided by the vendor(s) in response to the established measurable criteria contained in the solicitation. If more than one evaluator is used then the combined score of all evaluators for each vendor is the score to be used to determine the ranking for the vendor. Award will be made to the vendor with the highest ranking.

## **MEASURABLE CRITERIA**

Price	50 points (percent)
Operational Plan	40 points (percent)
Experience/References	10 points (percent)

Each vendor is responsible for submitting all relevant, factual, and correct information with their bid. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the bid specification package, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

**Price** (50 points) the bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing his price into the next lowest price and multiplying that percentage by the available points, for example, assumes \$50,000 is the low offer, then that bidder would receive 50 points ( $\$50,000/\$50,000=1.00 \times 50=50$ ). Assume \$55,000 is the next low offer, then that bidder would receive 45.5 points ( $\$50,000/\$55,000=0.91 \times 50=45.5$ ), etc.

**Operational Plan** (40 points) 40 points will be the maximum point value given to the bidder. The bidder's point value will be based on their measured score. Evaluation of the operational plan shall be based on submittals regarding the following information:

1. Bidder's Questionnaire
2. Equipment to perform contract requirements
3. Number of employees to perform contract requirements
4. Man hours to perform contract requirements

5. Experience with contracts similar in size and scope

**Failure to meet any of the above requirements may result in bidder receiving zero points in this area.**

**References** (10 points) 10 points will be the maximum point value given to the bidder with the highest rated customer satisfaction and past performance with the City and/or relevant information provided by the client references that have done similar scope and size of work as specified herein. The bidders point value will be based on their measured score.

**Failure to include references shall cause the bid to be considered non-responsive.**

## **BID EVALUATION**

The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to determine "or equal" status.

## **CONTRACTOR SELECTION**

If awarded, the contract shall be based on the City's evaluation criteria of price, experience/references and compliance with bid requirements. A responsive bidder shall have submitted a complete sealed bid packet within the stated timeline and in accordance with the bid specifications. A responsible bidder shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

A **responsive** bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications.

A **responsible** bidder is defined to be one who demonstrates via their responses to the selection criteria his or her ability to successfully deliver the supplies, equipment, or services being procured.

## **BIDDERS QUALIFICATION REQUIREMENTS**

Each bidder is responsible for submitting all relevant, factual and correct information with their bid. The below listed criteria will be assessed by the vendors submitted data. If additional sheets are attached to the bid specification, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

1. Landscape Maintenance Service Contractor shall have a minimum of five- (5) consecutive years experience in landscape maintenance, which includes manicured grass maintenance, shrub and bed maintenance, planting and maintenance of trees and irrigation system maintenance and installation.
2. Contractor shall have successfully completed a landscape maintenance contract of similar size and scope of these contract specifications.
3. Contractor must submit with their bid, a list of equipment to be used for this contract. The list of equipment should include year, model, make, and number of hours on all equipment to be used. Equipment can be subject to inspection by the City representative. Contractor may use attached form.
4. Contractor shall have in his or her employment at the time of the bid the minimum number of employees to successfully execute the bid as specified.
5. Contractor shall be capable of securing the specified insurance in the amount of the contract within fifteen (15) working days after the formal acceptance of the proposal.

6. **Contractor shall provide a minimum of 3 current references with the bid.** References shall be from clients the contractor has served in a similar capacity within the last 24 months.

## **CONTRACTOR'S RESPONSIBILITY FOR WORK**

1. The Contractor shall be responsible for the complete performance of all of the work under the Contract.
2. Contractor shall be responsible for furnishing all tools, equipment, labor, supplies and incidentals required to complete the work.

## **CANCELLATION**

The Contractor shall strictly comply with the provisions of the contract with an adequate number of quality personnel and equipment to perform the work described in these specifications. Non-performance or non-compliance with the requirements of this specification by the awarded vendor(s) shall be basis for the termination of the contract by the City immediately.

The Contractor shall be given forty-eight hours following receipt of notification of default in which to remedy the deficiencies. If the deficiencies are not remedied as a result of the notification, the contract shall be terminated.

At the discretion of the City, subsequent notification(s) may be issued upon the occurrence of each default(s) and the contractor shall have forty-eight hours following receipt of the second notification to remedy the deficiencies. If deficiencies are not remedied following the subsequent notification(s) period, the Contractor shall be deemed in default of the contract and the contract shall be terminated.

The City shall not pay for services or supplies that are deemed by the City to be unsatisfactory. Vendors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation.

## **INVOICING**

Invoicing shall be accomplished on a per-job basis. Invoices shall be detailed indicating date of request, job number, job description, quantity, and price. Invoices MUST reference the City of Burleson **Bid /Contract Number 2016-018**. Failure to include the contract number can delay payment. To expedite payment, invoices will be reviewed by the user department for accuracy then authorization will be forwarded to the Finance Department for payment.

Payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act. Please provide a detail listing of all work performed and submit invoice at the end of each month. Invoices are to be prepared in duplicate and submitted to:

City of Burleson  
Finance Department/Accounts Payable  
141 W. Renfro  
Burleson TX 76028

## PART TWO – SCOPE OF WORK

### GENERAL REQUIREMENTS

**General Contractor's Work.** The City reserves the right to reject any and all bids.

Each bid shall contain a written operational plan outlining bidders proposed work scheduled to ensure compliance of cycle time. **Any proposal without an operational plan will be considered non-responsive.**

Bids shall also include a completed "Bidders Questionnaire" which is part of the operational plan as well as an equipment list and past work history to determine whether or not a bidder can adequately perform the necessary work. The City has the right to inspect all equipment dedicated for use on this project prior to award of the bid. During inspection the Contractor must have all equipment which will be dedicated to the Contract on hand or have original receipt of purchase or lease to show ownership. All equipment the bidder is committing to this Contract, if awarded, should be included in the listing. Past experience has shown that it is absolutely essential to have back-up equipment to allow for breakdowns.

#### ***Recommended minimum equipment for Median, Facilities and Right of Way (Yellow):***

2- outfront type mowers	4- gas powered string trimmers
2- gas powered blowers	1- vehicle (van or truck)
1- trailer to transport mowers	2- gas-powered edger's

All equipment shall be compliant with 2-tier guidelines. Insufficient and/or inadequate equipment as determined by Parks and Recreation is cause for rejection of any and all proposals. All medians shall be mowed with an outfront type mower. No tractors, brush hogs, or 580-D or similar type equipment shall be used on medians in this project.

### SITE WORK

#### **Grounds Maintenance Specifications**

##### **A. Definitions:**

1. Project Area - Shall refer to geographic area(s) of the City designated to receive specified grounds maintenance services. This area includes medians, rights-of-way. See Maps.
2. Maintenance Schedule - Shall mean the time periods established for the project.
3. Maintenance Cycle - Shall refer to each time period in the maintenance schedule for the project year. A beginning and ending date, in which all prescribed maintenance activities for each area shall be completed, define each time period.
  - **Yellow and green will be bi-weekly with an estimated total of 18 – 20 cycles. Pink and Orange will be on an estimated total of 36-40 cycles.**
4. Director- The term Director shall mean the duly appointed officer of the Department of Parks and Recreation of the City who is empowered by the City Charter or by the City Council to enter into a Contract on behalf of the City.
5. Inspector - Shall mean the Parks Manager or authorized designee, who shall monitor the Contractor's progress within the Project Area he is assigned. The inspector shall have no duty to inspect, but may inspect at his discretion.

6. Inclement Weather - Shall mean wet or rainy weather when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily. This determination shall be made at the sole discretion of the Parks Manager or designee.
7. Production Rate - Shall refer to the mileage to be maintained per day. The production rate shall be calculated in the following manner:

$$\frac{\text{MILEAGE IDENTIFIED TO BE MAINTAINED}}{\text{NUMBER OF DAYS REMAINING IN CYCLE}} = \text{PRODUCTION RATE}$$

**For the purpose of this Contract the minimum production rate shall be 4 lane miles per day.**

8. Trash and Litter - Shall mean **any** debris within the Project Area such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags, rocks, etc., which is not intended to be present as part of the landscape. The project area includes **streets, sidewalks, curbs, catch basins, gutters, hillsides, ditches, etc.** *Removal of debris will require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.*

**\*\*Performance Measure: No visible litter or debris in finished product after mowing.**

9. Litter Removal Cycle - Shall mean the removal of trash and litter from the assigned Project Areas as determined by the Parks Manager. The issuance of a work order for litter removal only does not require mowing, trimming, edging, etc.
10. Trimming - Shall refer to the cutting or removal of all plant material immediately adjacent to or under Project Area structures, poles, trees, signs, fences, planting beds, etc. Also, includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other concrete surface within the median or rights of way.

All chemical treatments shall be performed under the direction of a commercial applicator license through the SPCB or TDA. Trimming may be accomplished by manual or chemical means. Chemical edging must be in accordance with SPCB or TDA rules and regulations. Approval must be obtained by the Parks Manager or designee prior to application. Chemical edging cannot be visible and all chemical treatments shall be growth regulators, however, herbicides can be used in nose cones and concrete areas only.

**\*\*Performance measure: No vegetation taller than existing turf around structures and obstacles.**

11. Edging - Shall refer to the vertical removal of any and all plant material, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements. Edge cut shall remove vegetation from concrete services.

**\*\*Performance measure: Visible separation of turf from concrete and no vegetation overhanging onto concrete surface.**

12. Chemical Trimming - Shall refer to the use of a herbicide (such as Roundup and/or approved equal containing a pre-emergent such as Oust or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Band of chemical application shall not exceed six inches (6") from target structure of chemical treatment. Approval of herbicides must be obtained from the Parks Manager or designee prior to herbicide application. Application must be in compliance with label directions and the Texas Structural Pest Control Board rules and regulations. *Treated weeds that are left after kill by chemical application shall be removed from area.*

Chemical edging cannot be visible and all chemical treatments shall be growth regulators, however, herbicides can be used in nose cones and concrete areas only.

\*\*Performance measure: **Visible separation of turf from concrete and no vegetation overhanging onto concrete surface and no larger than a 6" band around obstacles.**

13. Scalping - Shall refer to any action resulting in the mowing of any turf area below a three-inch (3") height down to and including the soil.

\*\*Performance measure: **No scalped areas.**

14. Mulch Areas or Tree Rings - Shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed and a protective covering of organic substances is placed to prevent evaporation of moisture, control weed growth, prevent mechanical damage to landscape and for aesthetic reasons.
15. Work Record Summary - Shall mean a written record detailing times and locations of when the contractor and employees were on the job site completing work per contract specifications.
16. Median- Shall mean the center island of the listed streets from curb line to curb line plus all traffic triangles, where they exist, on sides of the intersections. This includes curb gutter joints where the curb meets the roadway and concrete paved areas from end of grass to the curb.
17. Rights of Way- Shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes but is not limited to curbs, sidewalks, walkways, drainage ditches, burrow ditches and any other areas owned, dedicated, used or reserved for public use.

#### **Work Orders, Assignments and Inspection of Work:**

1. Inspectors Duties: The Parks Manager or designee may make inspections, re-inspections, monitor Contractor activities, ensure the work performed in the assigned project area is done to the quality level prescribed in this Contract and in accordance with prescribed time schedules; however the Parks Manager or designee has no duty or obligation to make inspections. Upon determination of any violation of the specifications and/or terms of this contract, the Inspector shall record, process, and submit all pertinent information to the Parks Manager for appropriate action.
2. Daily Contact: The Contractor must make daily contact with the Parks Manager or designee, at a time mutually agreed upon by the Inspector and the Contractor. This daily contact is for the purpose of discussing areas to be maintained, Contractor's work schedule for the day, areas to be inspected for approval, and Notice To Proceeds that need to be signed. **Failure to contact the Parks Manager, or designee, on a daily basis may constitute a breach of Contract.**
3. Time to Complete Work: Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all project areas assigned to him in the time allotted (maintenance cycle) for each project area. Work started within a project area should be completed in consecutive days.

Inclement weather may result in the cancellation of a mowing cycle. Inspector will be responsible for cancellation of cycles. ***The City shall not be invoiced for mowing cycles cancelled due to weather conditions.***

4. Failure to Maintain Maintenance Schedule: Failure on the part of the Contractor to maintain the required production rate for a project area shall be sufficient reason for the Parks Manager to have the work in question or portions thereof completed by others if the Contractor shall not cure the default within forty-eight (48) hours of written notice of the default. If others complete work, any

additional cost caused by a higher bid price will be deducted from the original contractor's next payment, if any.

Failure to maintain the mowing schedule shall be determined in the following manner:

All project areas shall be maintained according to the maintenance schedule assigned. Final assessment of each area may be made by the Inspector on the morning following the end of each mowing cycle. If the Contractor fails to meet the Contract specifications within the time limits of the schedule, then that portion of the work may be removed from his responsibility and may be reassigned to another contractor.

Contractor shall correct any deficiencies in work within 48 hours of written or verbal notification. In the event the Contractor fails to correct the default to the satisfaction of the City within the specified time, or such greater time as the City may permit, the City shall exercise all rights, including the right to terminate the Contract in whole or part. The Contractor shall pay all costs and attorneys fees incurred by the City in the enforcement of any provision herein or within this document.

5. Assessment of Damage to Trees During Grounds Maintenance Operations: Trees in the Contract area may be checked by the assigned Inspector before work begins, and random checks may be carried out during the Contract period at the option of Parks and Recreation.

The Contractor should inspect, upon Contract award, all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the Parks Manager.

6. Protection of Existing Sites, Structures and Utilities: Where performance of maintenance activities endangers adjacent sites, structures and utilities, the Contractor shall at his own expense carefully protect all such sites, structures and utilities so that there will be no loss or utilities service damage. In case of damage to existing sites, structures or utilities, the Contractor shall restore the site, structure or utility to its original condition and position without compensation from the City.

#### **THIS IS A REQUIREMENTS CONTRACT**

The Parks Manager or designee has the authority to cancel maintenance cycles at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. It is assumed that the Contractor shall be notified of any cancellation(s) by Parks Supervisor no later than 2 hours prior to job to begin.

The Parks Manager or designee reserves the right to rearrange the mowing cycle and locations within the District at any time. This determination will be made by the City and communicated to the Contractor in writing via e-mail or fax.

#### **MANDATORY:**

It shall be mandatory that a review of the Contracted Area be conducted prior to the beginning of the first maintenance cycle. The successful Contractor and the assigned Inspector shall attend such a review. The review shall include an orientation of the area and the limits of medians and rights-of-way maintenance.

#### **Mowing and Trimming:**

***Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf areas.*** All mowing equipment shall be of rotary type mowers (Toro Groundsmaster, Jacobsen Turf Cat, brush hog/bat wing or equal) equipped with sharp blades so as not to tear, but cleanly cut the blades of grass. All grass shall be cut at a height of 2-3".

All mowing on a medians or right-of-way must be completely mowed to the next natural barrier (i.e. street, intersection, dead end, etc.) within 24 hours of start of mowing of said area.

All median and rights of way structures, trees, poles, signs, fences and shrub beds are to be trimmed closely. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required 3"-4" cutting height. All trimming must be accomplished concurrently with mowing operations. Trimming can be reduced by chemical trimming, with prior approval of assigned Inspector. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

*All mowing equipment must be equipped with turf type tires. Cleated or ribbed tractor tires and Batwing or Brush hog drag mowers will be prohibited on medians. Turf shall be cut in a professional manner as not to scalp turf or leave areas of uncut grass. Equipment must be operated at a speed to provide the optimal desired cut designated by the Parks Manager.*

Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking lots, sidewalks, driveways, or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas. (All trash and litter removed shall be disposed of by contractor to an off-site location.) Any trash and litter, cut or broken during maintenance operations, shall be completely removed from median and rights of way areas, prior to proceeding with the maintenance of other areas.

**All plant growth in cracks, seams and/or joints of paved areas such as sidewalks, curbs, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth may be permitted, with prior approval of the assigned Inspector; herbicide usage must be in compliance with the Texas Structural Pest Control Board and/or the Texas Department of Agriculture rules and regulations.**

The Contractor shall use extreme care when maintaining Right-of-Way. Any damage sustained to a homeowner's property will be the responsibility of the Contractor. Where there is a fence line, the Contractor will mow and trim to fence line. All ditches will be maintained. Slopes and bottoms of ditches will be trimmed or mowed at a height of 2" to 3". If an area is maintained by a homeowner, the Contractor will not mow that area. Contractor should use care when mowing against fences, property lines, and other obstacles.

#### **Removal of Grass Clippings:**

Removal of cut grass from the turf area where growth occurred will not be required unless grass is clumped. Cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of the work crew, shall be removed from the area *prior to the exit of the work crew from the work site.*

**\*\*Performance measure: Zero cut vegetation on streets, curbs, walks, driveways or any other concrete surfaces.**

#### **Edging:**

All sidewalks, curbs, and steps must be mechanically edged to a one (1") inch depth and 1/4 inch width where they exist exposing the concrete surface. The initial edging shall be completed by the end of first cycle. All edges must be maintained through duration of contract. Edging and maintenance of edges shall use a vertical cut approach. All material dislodged by edging must be removed from site. Sidewalks must be edged on both sides.

**\*\*Performance measure: Zero vegetation growing onto sidewalks, curbs, steps, drives or other concrete surfaces.**



### **Litter Removal Cycle:**

The Inspector may at his or her discretion issue a work order for any maintenance cycle for litter only. This constitutes a litter removal cycle that requires removal of any trash and litter within the assigned project area.

**\*\*Performance measure: Zero visible litter and debris on finished mowing areas.**

### **Work Crew:**

Each work crew shall have a designated person on the work site with the authority to respond to inquiries about work details or priorities.

The Contractor will assign only qualified, trained, competent and reliable personnel to perform the services. The City shall have the right to request the immediate removal from its premises of any employee of the Contractor or of the Contractor's subcontractors.

### **Safety of Work Crew:**

Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) in order to ensure both employee and public safety. Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action.

The Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices, and make adjustments as required by Inspector.

All signs must be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signing.

**\*\*Performance measure: Proper warning devices and clothing due to high visibility of employees who work on roadways.**

### **Identification:**

All Contractor vehicles under the performance of this Contract that are licensed for travel on public roads shall have the name of the Contractor neatly exhibited on each side of the vehicle. Vehicles shall park in areas that do not create potential hazardous traffic situations.

### **Communication:**

Contractor shall provide communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, pagers, cellular phones, telephone answering devices, fax machine etc. The Contractor or his designate shall respond to communication requests from the Parks Manager or designee, within two (2) hours during the normal working hours of 7:30 a.m. to 5:00 p.m.

**\*\*Performance measure: Two-hour turnaround time for information between City and Contractor.**

## **B. SPECIAL INSTRUCTIONS**

1. Wilshire Blvd – Viaduct to Elk Dr.
  - A. Mow, edge, weed beds, trim shrubs, control litter, spray lines, and maintain grasses and perennials in all islands.
  - B. Maintenance of buffalo grass to be mowed three (3) cycles per year, or when contacted by a representative of the City of Burleson.
  - C. Post and Pre-Emergent annually.
2. High Point Business Park Landscape Beds
  - A. Mow, edge, weed beds, trim shrubs, control litter, spray lines, and maintain grasses and perennials in all islands.
  - B. Post and Pre-Emergent annually.

### **PROHIBITION NON-STORM WATER DISCHARGES**

No person shall introduce or cause to be introduced into the municipal separate storm sewer system (MS4) any discharge that is not composed entirely of storm water.

No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4:

1. Any used motor oil, antifreeze, or any other motor vehicle fluid;
2. Any garbage, rubbish, yard waste, or other floatable material;
3. Any wastewater from any vehicle washing;
4. Any wastewater from the wash down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance, or that is at a temperature that has been elevated by induced heating; or any wastewater from the wash down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;
5. Any ready-mixed concrete, mortar, or asphalt base material or hydro mulch material, or any wastewater or substance from the cleaning of any vehicle or equipment containing, or used in transporting or applying, such material;
6. Any substance or material that will damage, block, or clog the MS4;

No person shall use or cause to be used any pesticide or herbicide contrary to any directions for use on any labeling required by state or federal statute or regulation.

No person shall use or cause to be used any pesticide, herbicide, or fertilizer in any manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide, herbicide, or fertilizer to enter the MS4 or waters of the United States.

No person shall dispose of, discard, store, or transport a pesticide, herbicide, or fertilizer, or a pesticide, herbicide, or fertilizer container, in a manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide, herbicide, or fertilizer to enter the MS4 or waters of the United States.

No person shall apply used oil to a road or land for dust suppression, weed abatement, or other similar use that introduces used oil into the environment.

*Burleson Code of Ordinances Chapter 82. Article IV. Stormwater Pollution Control*

For more information call Environmental Services at 817-426-9842.

## BIDDERS QUESTIONNAIRE

Any and all firms considering the Medians and Right-of-Way Contract, must complete and submit the information requested below. **This is a part of the bid and bidders who fail to submit this information will be considered non-responsive.**

CONTRACTOR NAME \_\_\_\_\_

PHYSICAL ADDRESS OF EQUIPMENT \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_

24 hour Emergency Contact: Name: \_\_\_\_\_

24 Hour Emergency Telephone: \_\_\_\_\_

State the number of years your firm has provided landscape maintenance and mowing services \_\_\_\_\_ Years.

State the number of employees who will be designated to work on this contract \_\_\_\_\_

Develop a plan of action for assignment of your crew. List the man hours needed to perform the contract requirements for each crew member.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**VENDOR REFERENCES**

**ITB 2016-018**

Please list three (3) government customers, **other than City of Burleson**, who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this bid.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_



CITY OF BURLESON

COOPERATIVE PURCHASING FORM

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes\_\_\_\_\_

No\_\_\_\_\_

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Burleson will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Burleson will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Burleson will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order material/service as needed.

**BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS THEREIN.**

Company Name and Address	Company's Authorized Manager
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date
Fax No.	Email address:

**FOR MINORITY  
AND/OR  
WOMAN OWNED BUSINESS ENTERPRISES**

**(To be completed only if applicable)**

Minority and/or Woman Owned Business Enterprises are encouraged to participate in City of Burleson's procurement process. In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Burleson, this form, along with a copy of your certification, must be returned to the City of Burleson Purchasing Division. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

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

CITY, STATE, ZIP: \_\_\_\_\_

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

TELEPHONE NO.: \_\_\_\_\_ FAX NO: \_\_\_\_\_

*INDICATE ALL THAT APPLY*

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman Owned Business Enterprise