

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

CITY OF DEER PARK SOLICITATION OVERVIEW

The City of Deer Park is soliciting bid for:

Title: Mowing Services for the City of Deer Park
Commodity: Parks and Recreation/ Public Works
Due Date: December 22, 2016
Location: City Secretary Office at City Hall
710 E. San Augustine
Deer Park, Texas 77536-4258

Project Description

The City of Deer Park is seeking bidders via these specifications for the process necessary to complete the mowing and edging on the below specified medians, entrances and right of ways, and additional maintenance services in Deer Park, Texas 77536.

General Conditions

- A. Bids received after the date and time specified on the Request for Bid packet shall be returned unopened and will be considered void and unacceptable. The City of Deer Park is not responsible for lateness of mail carrier, etc., and time/date stamp in the office of the City Secretary shall be the official time of receipt.
- B. Bids cannot be altered or amended after closing date. Alterations made before closing must be initialed by bidder guaranteeing authenticity. Bids may not be withdrawn after bid closing date except in the case of a bonafide substantial error.
- C. Bids will be received and publicly acknowledged at the location, date and time identified in the Bid packet. Bidders, their representative and interested persons may be present. The bids received will be publicly opened and read aloud. Bids shall remain effective for a period of one hundred and twenty (120) days from the date and time identified in the Bid packet.
- D. By submitting a bid, the bidder certifies that (s)he has fully read and understands the Request for Bid packet and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described or modified herein.
- E. The bidder shall furnish any additional information as the City of Deer Park may require. The City reserves the right to make investigations of the qualifications of the bidder, as it deems appropriate.
- F. Bidders must be able to adhere to all provisions of the enclosed contract.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- H. Bidders are advised that all City contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinance, State and Federal Statutes.
- I. All reports, drawings and other deliverables prepared under this Contract by the successful bidder shall be and remain the property of the City upon City's compensation of the successful bidder for its services as herein provided. Successful bidder shall not release to others information furnished by the City without prior approval of the Purchasing Manager.
- J. Any bid that does not contain all of the information requested in the Bid packet may be considered as incomplete and may be rejected by the City of Deer Park.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

K. Bids must be signed by an officer of the firm who is authorized to bind the firm.

Required Bidder Pre-Bid Meeting

There will be a required pre-bid meeting on Wednesday, December 14, 2016 at 2:00 p.m. Central Standard Time. The meeting will be held in Room 12 in the Community Center, which is located at 610 E. San Augustine in Deer Park.

If you are considering responding to this bid, you must attend the pre-bid meeting. *(Please RSVP by December 14, 2016 to the Parks and Recreation Director listed below to indicate the number of people that will be attending from your firm.)*

Timetable

Responses to this bid are due and must be received at the City of Deer Park, 710 E San Augustine St, Deer Park, Texas 77536-4258, no later than 2:00 p.m., Central Standard Time, on December 16, 2016. Responses are to be addressed to the attention of City Secretary, City of Deer Park.

The following tentative schedule has been established for this Request for Bids.

REQUEST FOR BID release	November 16, 2016
Deadline to RSVP to Pre-Bid Meeting	December 12, 2016
Required Pre-Bid Meeting	December 14, 2106
Deadline for submitting questions	December 16, 2016
Bids due	December 22, 2016
Recommendation for approval	January 3, 2017
Contract start date	February 1, 2017

Submittals:

The following instructions describe the form in which bids must be presented. Bid documents must be prepared simply, economically, and provide a straight-forward, concise response to the requirements of the Request for Bid packet. Completeness and clarity of content must be emphasized. The requirements stated do not preclude bidders from furnishing additional reports, functions, or other information as deemed appropriate. Five (5) originals and One (1) digital copy shall be submitted.

Public Bid Opening:

There will be a public bid opening in the City Council Chambers at City Hall immediately following the bid due time/date. Interested parties are invited to attend.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

Written Questions:

Questions may be submitted through the Director of Parks and Recreation, Scott Swigert: sswigert@deerparktx.org.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

TABLE OF CONTENTS

Solicitation Overview.....	1-3
Table of Contents.....	4
Specifications.....	5-8
Bid Pricing Page.....	9
Mandatory Pre-Bid Meeting	10
Summary Response Page.....	11
Standard Terms and Conditions	12-16
Attachment A, General Instructions to Bidders.....	17-18
Attachment B, Special Instructions to Bidders	19
Attachment C, Checklist for Bidders	20
Attachment D, Conflict of Interest Instructions.....	21
Attachment E, Conflict of Interest Questionnaire Form.....	22
Attachment F, Insurance Affidavit.....	23
Attachment G, Indemnification by Contractor.....	24
Attachment H, Contractor's Certification of Workers' Compensation.....	25
Attachment I, No Bonding Requirements.....	26
Attachment J, Instructions for Standard Contract.....	27-28
Attachment K, Standard Contract and Acknowledgement.....	29
Attachment L, Standard Contract for Services	30-31
Attachment M, Partnership Acknowledgement	32
Attachment N, Sample Mowing Services Map	

SPECIFICATIONS

SECTION I: Bid Intent

Premises

The City of Deer Park is seeking bids for the process necessary to complete the mowing and edging on the below specified medians, entrances and right of ways, and additional maintenance services in Deer Park, Texas 77536.

Contract Length

While future annual contract periods shall run from October 1 through September 30, this contract will run from February 1, 2017 through September 30, 2017. The City of Deer Park will then have the option to renew the contract with the current vendor for an additional year of service. This option may be exercised for up to four (4) concurrent years. This option will be reviewed on July 1st of each year. After September 2018 of the contract, price adjustments may be made, however adjustments will not exceed the Houston Area Consumer Price Index for those services. The City of Deer Park reserves the right to not exercise this option after the initial contract year is completed. If at any time during the contract term the vendor does not meet the requirements specified herein, the City shall have the right to cancel the contract with thirty (30) days written notice. The vendor may give a 90-day notice to terminate the contract.

Schedules

The proposed minimum required mowing schedule is included on pages 6-8 in this package; however, additional work may need to be completed as required.

General Standards

Park Operations Supervisor or designee will monitor the quality of work provided by the contractor's staff and will immediately report to the successful Contractor if the standards are not met. The successful Contractor will then have one business day to take corrective action in a manner deemed satisfactory to the Park Operations Supervisor.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The Contractor agrees to notify the Park Operations Supervisor of any changes associated with the designated representative (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor and has met the requirements as established in these specifications.

Staff and Employees of the Contractor

Contractor shall provide supervision of all work crews at all times while performing work under this agreement. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

The Contractor's job supervisor and additional personnel as deemed necessary must be fluent in the English language. There is to be, at a minimum, one (1) person on each shift on site, who can speak, read and write English.

Contractor shall be solely responsible for any injuries to Contractor's personnel while servicing the medians, entrances and right of ways under this contract.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The Contractor agrees to notify the Park Operations Supervisor of any changes associated with the designated representative (I.e. Contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Uniforms

Contractor will provide uniforms for staff that project a professional image including appropriate footwear. Uniforms shall be neat in appearance, no holes, stains, etc. In addition, Contractor shall provide their employees with all necessary safety equipment (i.e. safety vest, glasses, ear plugs, etc.) and insure that they are practicing safe work environment habits.

Equipment

Contractor warrants that all such equipment for servicing medians, entrances and right of ways are adequate for the work. Mowing equipment shall be equipped with sharp blades so it does not tear, but cleanly cut the blades of grass. Additionally, the Contractor shall maintain or have immediate access to adequate backup equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and / or inadequate machinery or equipment as determined by the Park Operations Supervisor shall be deemed a breach of the contract.

Contractor shall be responsible for all damages to his equipment during the course of this agreement. The City reserves the right to condemn Contractor's equipment, if said equipment is judged to be unsafe for use, posing a health and/or safety matter, or is otherwise working improperly.

Any damage incurred to City of Deer Park's property by the Contractor's staff will be repaired by the Contractor. All costs associated with repair will be the Contractor's responsibility.

Work Schedule

This contract requires, as a minimum, the following work schedule:

The Contractor will be held to mowing and edging on Wednesday mornings for Area "A" & Area "B" only. Area "A" and "B" must be completed on the same day. It is recommended that the mowing day for Option C begin on either a Monday or Tuesday. Rain out days will be followed by the next available day on all areas.

The following schedule will be observed:

- Area "A" - Weekly March – October (Bi-Weekly November-February)
- Area "B" - Weekly March – October (Bi-Weekly November-February)
- Area "C" - Bi –Weekly March – October (Monthly November-February)
- Alternate "1" - Annually

SECTION II: Designated Mowing and Service Areas

Area "A"

- Medians on Center Street
- Right-of-ways along the side of Center Street
- Three (3) medians on Pasadena Blvd.
- Four (4) medians on Palm Terrace Blvd.
- Left hand turn lane curbs on Center Street
- Stormwater drain inlets on Center Street

Area "B"

- Medians on 13th Street
- Right-of-ways along 13th Street
- Left hand turn lane curbs on 13th Street
- Stormwater drain inlets on 13th Street

Area "C"

- Medians adjacent to Hwy 225 on the Southside.
- Right-of-ways along Frontage Road of Hwy 225 on South Side.
- Medians adjacent to Hwy 225 on the Northside.
- Four (4) large open area medians on Hwy 225.
- Overpass areas North of Hwy 225

Section III: Mowing Duties and Requirements

Mowing - The grass within Area "A" and Area "B" shall be maintained / mowed to an approximate height of one and one-half (1 ½) to two (2) inches weekly during the specified mowing schedule. A mowed area shall be free of clumped grass and deep tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner being no scalp turf or leaving the area with clippings on any paved surfaces such as streets, parking lots, sidewalks, driveways and or on an adjacent property. Grass clippings are to not be blown into mulched areas such as flower beds and tree rings. Contractor is responsible for making sure that all grass clippings are either blown back into the median or manually raked up and removed from the aforementioned paved areas. Each Area must be completed on the same day. Areas "A" and "B" may not be partially completed unless permission is granted by the Park Operations Supervisor.

The grass within Area "C" shall be maintained / mowed to an approximate height of three (3) to four (4) inches during the specified mowing schedule. A mowed area shall be free of tire tracks or ruts from mowing equipment. Contractor is responsible for making sure that all grass clippings are either blown back into the median or manually raked up and removed from paved areas.

Weedeating and Edging – For Area "A" and Area "B" only, all curbs, trees, shrubs, rock beds or signs in medians, entrances and right of ways must be mechanically edged to a one inch depth and one-fourth inch width where they exist using a metal blade exposing the concrete surface of curb areas. The initial edging shall be completed

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

by the end of the first maintenance cycle and all edges must be maintained through the duration of the contract. Edging may be accomplished with a string line trimmer after the first initial mechanically edge cut. Edging shall be completed at the same time as the mowing so removal of debris from both operations can be removed at one time.

For all areas, all curbs, trees, shrubs, rock beds or signs in medians, entrances and right of ways must be mechanically trimmed with a string trimmer. Trees shall be trimmed around and up to the base. If a mulch ring is present around the tree, trimming must be completed up to the ring and inside the mulch so the area is free of weeds.

Contractor is responsible for making sure that all grass clippings are either blown back into the median or manually raked up and removed from the aforementioned paved areas. Grass clippings are not to be blown in to any stormwater inlets.

Litter Removal – For all areas, contractor will pick up all litter and debris throughout the medians, entrances and right of ways prior to mowing or performing any work. Contractor shall remove all litter and place in contractor's receptacle. Removal and disposal of litter and debris shall be the sole responsibility of the contractor. For Area "A", contractor will pick up all litter and debris four (4) inches or larger throughout the entrances and right of ways prior to mowing or performing any work. Contractor shall remove all collected litter and debris and place in contractor's receptacle. Removal and disposal of litter and debris shall be the sole responsibility of the contractor. Contractor also agrees that they shall be responsible for any and/or all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, cut or broken during maintenance operations, shall be completely removed from the medians, entrances and right of ways immediately and prior to proceeding with the mowing.

Section IV: Alternate "1"

Top Dressing Service – The City of Deer Park is requesting that a contractor top dress the medians on Center Street so as to begin the removal of ruts created by mowers. The contractor is to top dress each median, spread the sand, roll the sand smooth, and remove any sand from paved areas. Contractor shall preform the task in a professional manner and utilize the proper turf maintenance equipment to complete the job. The contractor is to use a fine, top dressing sand that has been screened and is free of pebbles, rocks or other debris. Dependent upon depth of tire ruts, contractor may use anywhere from ½" to 1 ½" layer of top dressing on each median. It will be the contractor's responsibility to provide appropriate traffic control devices. Top dressing shall be completed once (1) annually between March 1 and April 30. Contractor must inform the Park Operations Supervisor a minimum of five (5) business days prior to the work being completed.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

Section V: Bid Pricing

Inclusive Pricing

Bidder pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price. Bidder has the option of bidding on all or selected areas and alternates.

I, _____, (Company) have reviewed the bid specifications and proposed contract with the City of Deer Park.

I herein agree to abide by the terms of the Bid Specifications and herein submit the attached bid.
SIGNED on this the _____ day of _____, 2016.

Area "A"

Each

Medians on Center Street
Right-of-ways along the side of Center Street
Three (3) medians on Pasadena Blvd.
Four (4) medians on Palm Terrace Blvd.

Area "B"

Each

Medians on 13th Street
Right-of-ways along 13th Street

Area "C"

Each

Medians adjacent to Hwy 225 on the Southside.
Right-of-ways along Frontage Road
of Hwy 225 on South Side.
Medians adjacent to Hwy 225 on the Northside.
Four (4) large open area medians on Hwy 225.
Overpass areas North of Hwy 225

Alternate "1"

Each

Top Dressing Services

Discount for awarding entire bid: _____

It is understood and agreed that the above described, item, material and / or equipment, or service shall carry the standard warranty of the manufacturer or provider and be delivered on site in accordance with the attached specifications.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

Mandatory Pre-Bid Meeting

There will be a Pre-Bid meeting on Wednesday, December 14, 2016 at 2:00 p.m. Central Standard Time. The meeting will be held at the Room 12 in the Community Center, which is located at 610 E. San Augustine in Deer Park.

MANDATORY PRE-BID MEETING WILL BE HELD AT THE CITY OF DEER PARK CITY COUNCIL CHAMBERS AND IS REQUIRED TO PARTICIPATE IN THIS BID!

Did bidder attend? Yes _____, NO _____.

The undersigned certifies that the bid price contained in the foregoing bid has been carefully checked and is submitted in duplicate.

Business Mailing Address

Authorized Representative's Signature Name

City, State, and Zip Code

Authorized Representative's Printed Name

Telephone

Date

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

SUMMARY RESPONSE PAGE Mowing Service for the City of Deer Park Municipal Buildings

COMPLETE LEGAL NAME of firm submitting bid: _____

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

GRAND ANNUAL TOTAL of bid from Proposed Pricing \$ _____

Are you offering a discount? ☐ Yes ☐ No if so, please indicate discount _____

Authorized Signature _____ **Date** _____

Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ **Title** _____

Are you proposing as a

_____ **Corporation**

_____ **Non-Profit Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Individual or Sole Proprietor**

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ **Black** _____ **Hispanic** _____ **Asia-India** _____ **Asia-Pacific**
_____ **Native American** _____ **Woman-Owned Certification #** _____

OPERATIONAL PLAN:

This solicitation requires the contractor to provide weekly and monthly operational plan that includes, but is not limited to schedules, number of employees working on site, types of equipment, and hours of operations. Please include as much detail as possible. Additional information may be requested per the City of Deer Park.

REFERENCES:

This solicitation requires references. Please attach to this page a list of five (5) references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the quality of goods or services your firm provides.

STANDARD TERMS AND CONDITIONS

1. Application

These standard terms and conditions shall apply to all City of Deer Park (hereafter "City") solicitations and procurements, unless specifically accepted in the solicitation specifications.

2. Requirements

By submitting a bid, the respondent agrees to provide the City with the specified goods or services described in the solicitation in accordance with these standard terms and conditions at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

3. Legal Compliance

Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services. Bidder must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent or otherwise in error. Clarifications will be in writing.

7. Late Bid

Bids must be received in the City's Secretary's Office by the time specified in the solicitation. The City will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the City Secretary's Office shall be the official time of receipt.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

8. Conditional Bids

The City will not accept conditional bids which qualify the bid's response in any way.

9. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.

10. Responsiveness of Bids

The City wants to receive competitive bids but will declare "non-responsive" bids that fail to meet significant requirements outlined in the solicitation documents.

11. Discrepancies and Errors

In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.

12. Identical Bids

In the event two or more identical bids are received and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

13. Withdrawal of Bids

Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bid has been publicly opened without the approval of the City's purchasing manager. Bidder will be allowed to withdraw bids that contain substantial mathematical errors in extension.

14. Disqualification of Bid

The City may disqualify bidders, and their bids not be considered, for any of the following reasons: collusion among bids; bid's default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid; bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder's involved in a current or pending lawsuit with City; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents.

15. Cost of Bid

The cost of submitting bid shall be borne by the bidder, and the City will not be liable for any costs incurred by a bidder responding to this solicitation.

16. Inclusive Pricing

Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price unless requested by the City on the bid response sheet.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

17. Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the City may mutually agree to extend the firm price period.

20. Delivery and Acceptance

The City will receive only those goods as authorized by City purchase order. Bidder warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

21. Failure to Deliver

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes, at the expense of the Bidder.

22. MSDS

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

23. Taxpayer Identification

Bidders must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

24. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, Bidders cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

25. Payment

Payment will be made after receipt of all invoiced services. Bidder will be paid within thirty days of date invoice is received or date services are performed, whichever is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Bidder is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

26. Outstanding Liabilities

Bidders shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

27. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

28. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful bidder as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the City.

30. Warranties

Bidder warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective on nonconforming to the City's specifications, the bidder will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

31. Governing Law

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Deer Park and the laws and court decisions of the City of Deer Park, Harris County, and the State of Texas

32. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

33. Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the bidder's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

34. Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, (s)he shall be in default and notice of default shall be given to the proposed by the City's purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty (30)

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

days' notice. In any cancellation of contract, the City will pay the bidder for all goods received and accepted and for all services provided and accepted up to and including the date of termination.

35. Indemnification

Bidder shall defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

36. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Harris County, Texas and if legal action is necessary to enforce same, exclusive venue shall be within Harris County, Texas.

37. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

39. Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

GENERAL INSTRUCTIONS TO BIDDERS Attachment A

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.deerparktx.gov. The City of Deer Park does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City.

2. Submission of Bids/Late Bids

Bid pricing must be in US dollars and cents, unless a "percentage off" is requested. Bidders are to provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. Bids are to be submitted in a sealed envelope or package and labeled with the bidder's name and the solicitation name & number. All bids must be submitted to the City of Deer Park Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the bidder's responsibility to ensure that bids are delivered/received by the specified time. Late bids will not be accepted and will be returned unopened.

3. Legal Name of Bidder

In completing the Summary Response Page, the bidder must list the legal name of the bidder's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the bidder (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the bidder's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices bid and terms stated.

5. Altered Bids

Any alterations, erasures or strikethroughs made by the bidder prior to submission of the bids must be initialed by the bidder to guarantee authenticity.

6. Payment Terms, Discount & Type of Payment

Bidder may express the method(s) in which he or she wishes to receive payment. If invoice states a payment term discount offer, the City will take advantage of this discount and payment will be made accordingly.

7. References

References are requested. The Summary Response, Page 20, will indicate how many references and what other conditions may apply to the references. Bidder will attach a separate page with the requested references.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

8. Conflict of Interest

Bidders should review the instructions on conflict of interest (Attachment E). Bidders are to complete and submit the Conflict of Interest form (Attachment E), when a conflict of interest exists.

9. Addendums

It is the bidder's responsibility to alter his bid response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that bidders receive notice of addendums, but the ultimate responsibility rests with the bidder.

10. Exceptions

If a bidder takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the bid due date or within 24 hours of a pre-bid meeting, whichever is earlier. Approved exceptions will be included in an addendum.

11. Checklist

A bidder's checklist (Attachment C) is included with the solicitation package. The checklist is an aid to the bidder in knowing which documents to submit.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

SPECIAL INSTRUCTIONS TO BIDDERS **Attachment B**

1. Proposing Process/Contact Information

The City of Deer Park is aware of the time and effort bidders spend in preparing and submitting bids. We will work with you to make the process as easy as possible. If you have questions or concerns about the proposing process, please contact:

Tracy McBride, Purchasing Coordinator
tmcbride@deerparktx.org
(281) 478-7228

2. Method of Award

Based on the criteria identified above the City of Deer Park reserves the right, at its sole discretion, to accept the bid which it considers most favorable to the City's interest.

The City of Deer Park reserves the right to require formal presentations by any or all bidders regarding their bid. Any costs associated with a presentation shall be the responsibility of the bidder.

The City of Deer Park reserves the right to accept or reject any qualified bids, to reject any and all bids and to waive minor informalities.

3. Public Bid Opening

A public bid opening will be held at City Hall, 710 East San Augustine, Deer Park, TX 77536 in the City Council Chambers

4. Insurance Requirements

This solicitation has insurance requirements. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment F) with your bid.

5. Required Contract

This solicitation requires a signed contract prior to award.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

CHECKLIST FOR BIDS Attachment C

Documents to be submitted in response to this request for bid (REQUEST FOR BID)

_____ **BID PRICING PAGE:** All lines completed

_____ **BID RESPONSE:** Completed Summary Response Page

_____ **DUE DATE** (Bid must be received & stamped in City Secretary's Office no later than 2:00 PM on December 22, 2016)

Bids failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

_____ **Five (5) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF BID**

_____ **CONFLICT OF INTEREST QUESTIONNAIRE FORM** (If applicable) (Attachment E)

_____ **OPERATIONAL PLAN** (As requested on the Summary Response Page)

_____ **REFERENCES** (As requested on the Summary Response Page)

_____ **INSURANCE AFFIDAVIT** (Attachment F)

_____ **INDEMNIFICATION BY CONTRACTOR** (Attachment G)

_____ **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment H)

_____ **STANDARD CONTRACT AND ACKNOWLEDGMENT** (Attachment J or K)

_____ **STANDARD CONTRACT FOR SERVICES** (Attachment L)

_____ **PARTNERSHIP ACKNOWLEDGMENT** (If applicable) (Attachment M)

**INSTRUCTIONS FOR
CONFLICT OF INTEREST QUESTIONNAIRE
Attachment D**

1. If you have a conflict of interest in doing business with the City of Deer Park, use Attachment E, Conflict of Interest questionnaire, conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete Attachment E, Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive proposing process, or has an existing relationship with any employee of the City of Deer Park, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #6.
4. Listings of City elected officials and local government officers may be found on the City's Web site: www.deerparktx.gov.
5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

Attachment E

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date Received

1

Name of person doing business with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

AFFIDAVIT FOR INSURANCE REQUIREMENTS Attachment F

To Be Completed By Insurance Agent/Broker and Bidder

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements. If the Bidder listed below is awarded a contract by the City of Deer Park for this Request for Bid, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Deer Park as additional insured.

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ E-mail Address: _____

Bidder's Name/Company: _____

Name of Request for Bid: _____

Insurance Agent/Broker Signature: _____ Date: _____

Section 2 If the above fifteen day requirement is not met, the City of Deer Park has the right to reject this bid and award the contract to the next lowest Bidder meeting specifications or to the next most favorable bid. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Bidders' Instructions.

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: _____ Date: _____

INDEMNIFICATION BY CONTRACTOR
Attachment G

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

CONTRACTOR (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

**CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION
Attachment H**

I, _____, an authorized
(Name)
representative of _____, do certify that the
(Insurance Agency)

Workers' compensation policy, of the insured _____,
(Contractor)

On the "Standard Certificate of Insurance Form for the City of Deer Park" meets all current
Texas state laws and requirements.

By: _____ Address: _____

Title: _____ Date: _____

On this ____ day of _____, _____, personally appeared _____,
an authorized representative of _____
(Insurance Agency)

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purpose of certifying that the Insured is covered by worker's
compensation in accordance with current Texas state laws.

My commission expires: _____

Notary Public In and For the State of Texas

Attachment I

NO BONDING

REQUIREMENTS

FOR THIS Request for Bid

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

STANDARD CONTRACT AND ACKNOWLEDGMENT Attachment J

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

Conditioned upon Bidder being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Bid and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Bidder does hereby agree to furnish and/or deliver to City in accordance with the terms of Bidder's submitted Bid and the Specifications in above referenced Request for Bid, the services listed as awarded to Bidder in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Bidder for services at the unit price listed upon the Bid Page and Specifications or at the negotiated rate determined by the Bidder's bid and any subsequent modifications agreed to by both Bidder and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Bidder may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Bidders, the Standard Terms and Conditions, the General Instructions to Bidders, the Special Instructions to Bidders, the Specifications, the Bid Page or Bid, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Bidder, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Bidder by the Purchasing Agent of the City. In the event that Bidder continues in default for a period of seven (7) days after receipt of the above-mentioned notice

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Bidder any difference in price thereof.

SIGNED this the ____ day of _____, A.D. 20__.

Signature _____

Name _____

Title _____

Company Name _____

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

STANDARD CONTRACT AND ACKNOWLEDGMENT
CORPORATE ACKNOWLEDGMENT
Attachment K

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name)

(Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 20__.

Notary Public In and For
_____ County, _____
My Commission expires:

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

STANDARD CONTRACT FOR SERVICES

Attachment L

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this ____ day of _____ A.D. 20__, by and between **The City of Deer Park**, of the County of Harris and the State of Texas, acting through It's Mayor, **Jerry Mouton**, thereunto duly authorized so to do, Party of the First Part, hereinafter termed **OWNER**, and _____ of _____, County of _____

Name of Contractor

Contractor's City

Name of County

and State of Texas, Party of the Second Part, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

Mowing Service for City of Deer Park

Name of Project

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Bid attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Bid, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within ____ working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the bid, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

The City of Deer Park

Party of the First Part

(OWNER)

Party of the Second Part

(CONTRACTOR)

By: _____

Mayor Jerry Mouton

By: _____

Title: _____

Attest By: _____

Attest By: _____

(SEAL)

(SEAL)

BID 16-054 - 11.15.16 RFB MOWING Maintenance Services

PARTNERSHIP ACKNOWLEDGMENT

Attachment M

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2____.

Notary Public In and For

_____ County, _____

My Commission expires:

SINGLE ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2____

Notary Public In and For

_____ County, _____

My Commission expires:
