

Invitation to Bid for Contract Mowing Services Bid Packet

Bid Due Date:

May 26, 2017 @ 2:00 PM CST

Place:

City of Rockwall Council Chambers 385 S. Goliad

Rockwall, TX 75087

Deliver To:

Lea Ann Ewing

Purchasing Agent 972-772-6418

Contact:

Mike Carmack

Parks Superintendent

972-771-7700

Pre-Bid Meeting: May 16, 2017 @ 11:00 AM CST

Place:

City of Rockwall
Council Chambers

385 S. Goliad

Rockwall, TX 75087

CITY OF ROCKWALL - CONTRACT MOWING SERVICES BID FORM

Bidder shall indicate the price for maintaining each location listed. Maintenance should include debris pick up prior to mowing and mowing. Some location descriptions may include additional work. The Unit Price shall be for one occurrence. Due to City budget constraints, any of these locations are subject to removal from the contract mowing bid and/or contract at any time during the contract period.

Contractor:

Rochelle Road

Springer Rd.

Townsend (130-276)

SH 276 ROW (future Bypass Hwy)

Trend Towers/Harbor Parking

Woodpark/Stonebridge Cemetery

18

19

20

21

22

23

	Contract Mowing Bio	Locations		
Frequ	ency: April through October; one time per mo	nth, bi-weekl	y or weekly.	
Map		# of	\$ Bid per	\$ Extended
ID	Location	Freq.	cycle	Bid
1	Airport	14		
	Airport Rd ROW - Animal Adoption Center			
2	and Gun Range area	14		
3	Alma Williams Park (N Country Lane)	14		
4	Closed landfill on 1141 @Cornelius Rd	7		
5	Closed landfill on Dowell Road	7		
6	Corporate Crossing Medians	14		
7	Omitted			
8	Fire Station #3 Open Area	14		
9	Fox Chase Park Parking Lot	7		
10	Omitted – included in Map ID 22			
11	Heath St. Vacant Lot	14		
12	Jeff Boyd Rd and Cullins Rd	7		
13	John King Blvd	14		33300
14	Lake Rockwall Estates Treatment Plant	7		
15	Lamar & Sherman St. Lots	7		
16	Lofland Circle ROW	7		
17	Lot South of City Hall	14		

Total Bid \$

7

7

7

14

24

14

Bid Form continued

AS REQUESTED BY THE CITY - FORCED MOWING ONLY

		Rate Per Hour	
Mowing of Right-of-Ways, \	acant Lots	\$	_/hour
Detailing around Fire Hydra	ants, Signs, etc.	\$	_/hour
Mowing of Drainage Ditches with Special Equipment.	s and Sloped Areas	\$	_/hour
Removal of Debris (trash, owned) wood, and/or concrete)	lirt, pieces of lumbe	r, \$	/hour
Tree Trimming and disposa approved landfill Trimming shimmediately adjacent to or under City or other structures.	all refer to the cutting or rer	noval of all plant mater	rials
The undersigned hereby certifies conditions, and specifications will specified within this document. [furnish and deliver	all articles or se	rvices
Authorized Signature			
Printed Name and Title			
Company Name			
Mailing Address			
Office Telephone	Office Fa	ax	
Email			
Contract Contact			
Contact Cell Phone			

REFERENCES

1.	Contractor provide three references including client name, address, telephone number, email and contact person of like contract work and amount with bid submittal.
2.	How many years has your company been in business?
3.	How many employees are currently employed by you?
4.	Number of employees to work on this contract?
5.	Provide a list containing the names those employees with bid form.
6.	Are you or any of your employees related to anyone employed by the City of Rockwall? Yes No
7.	Contractor shall provide a list all equipment available for the work as described in these specifications and bid form. The age of the equipment must also be indicated. *NOTE: THE SIZE OF THE MOWERS MUST BE STATED (i.e.; 6', 8') AND MAY BE CONSIDERED IN THE EVALUATION FOR AWARD.
8.	Response Time: Contractor will respond (start mowing) within number of hours from the time City Representative gives notice to the Contractor that an area, which may or may not be listed on the bid form, needs to be mowed.

CITY OF ROCKWALL, TEXAS

CONTRACT MOWING SERVICES SPECIFICATIONS

Base Bid Requirements

The City of Rockwall is accepting bids for Contract Mowing. The successful bidder shall be responsible for the mowing, detailing, and clean up of designated property. Bidders must meet or exceed the following specifications:

- Contractor shall mow right-of-ways, vacant lots, and other areas as designated by the City representative on a per need basis or schedule whichever is assigned to the property. Contractor will be responsible for mowing all turf and edging all turf around fire hydrants, fences, signs, and guardrails etc.
- 2. Contractor shall set mowing equipment to a height of two (2") inches to cut grass unless otherwise instructed by City Representative.
- 3. Contractor shall furnish all labor, supplies, tools, fuel, and equipment to be used on the job. Contractor shall complete mowing and edging assignments as required meeting federal, state and local codes.
- 4. For the mowing of right-of-ways and vacant lots, contractor shall use a minimum six-foot (6') mower. Equipment used for detailing and special mowing assignments must be approved by the City Representative.
- 5. Contractor shall be required to complete all mowing assignments within five (5) working days notice unless otherwise approved by the City Representative.
- 6. Contractor shall be responsible for all damage that occurs during his mowing and maintenance operations. Contractor is required to provide insurance coverage for the duration of the contract period.
- 7. Contractor will be responsible for any damage done to plant material or other property during his mowing and maintenance operations.

 Contractor must report any damage immediately to the City Representative.
- 8. Contractor must not sell, sublet or otherwise assign these mowing and

- maintenance responsibilities to others without the written consent from the City. Contractor and employees shall be courteous to the public at all times while at the work site.
- 9. Either party may cancel the contract with a thirty (30) day written notice. The City reserves the right to cancel the contract immediately if the City Representative determines that the Contractor is not fulfilling his responsibilities.
- 10. All mowing must meet City requirements and must be approved by the City Representative.
- 11. All locations will be moved based on frequency as outlined on the bid form.
- 12. Contractor shall submit the completed work order or a detailed invoice to the City for payment to include the following:
 - (a) Type of service or services performed, number of hours, locations, dates, and rates as indicated in the bid documents
 - (b) Signature of the City Representative indicating approval of the work performed and verifying the dates and work indicated.
- 13. After award of the contract, the Contractor will provide the City Representative with a complete mowing schedule for all sites.
- 14. The contract period will be for twelve (12) months, beginning approximately the week of June 1, 2017. The City reserves the right to extend, at current rates, the mowing contract on an annual basis, up to three (3) consecutive years.
- 15. Contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Rockwall, and shall control his operations at the work site, and be solely responsible for the acts of omissions of his employees.
- 16. To view work sites contact Mike Carmack, Parks Superintendent, 972-771-7700 or mcarmack@rockwall.com. It is recommended that contractors view all work sites prior to the bid opening date and time.
- 17. CONTRACT AWARD: Contract for these services will be awarded based on "best value" for the City.

- (a) In determining the best value for the City, the following will be considered:
 - (1) the purchase price;
 - (2) the reputation of the bidder and of the bidder's goods or services;
 - (3) the quality of the bidder's goods or services;
 - (4) the extent to which the goods or services meet the City's needs;
 - (5) the bidder's past relationship with the City;
 - (6) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - (7) the total long-term cost to the City to acquire the bidder's goods or services; and
 - (8) any relevant criteria specifically listed in the request for bids or proposals.

CITY OF ROCKWALL, TEXAS INSTRUCTIONS TO BIDDERS

These Instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

- 1. FORM: Bids must be submitted in duplicate on the forms provided.
- BID RETURN: The original bid document (bid form, specifications, and all required documents) must be sealed in an envelope clearly marked on the (outside) front with "Contract Mowing Bid 2017" and addressed to City of Rockwall, Purchasing Agent, 385 S. Goliad, Rockwall, Texas 75087.
- 3. LATE BIDS: Bids must be in the Purchasing Office, City Hall, 385 S. Goliad, Rockwall, Texas 75087 prior to the closing time and date of 2:00 p.m., May 26, 2017. All bids duly submitted will be publicly opened and read aloud at the above stated time and date in the City Hall Council Chambers, 385 S. Goliad, Rockwall, Texas 75087. LATE BIDS WILL NOT BE ACCEPTED.
 - City staff will hold a Pre-Bid meeting on May 16, 2017 at 11:00 AM in the City Hall Council Chambers, 385 S. Goliad St., Rockwall, TX and it is recommended that the Contractor attend. Properties and specifications included in this bid will be discussed.
- 4. ACCEPTANCE: The City reserves the right to accept or reject any or the entire bid, and to accept the offer considered most advantageous to the City.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified extend and show total where applicable. In the event of discrepancies in extension, the unit prices shall govern. Any suggestions as to quantity to secure a better price are welcome.
- 6. FIRM PRICES: Bid prices must be firm for 60 calendar days from the date and time of the bid opening to allow for contract execution. AUTHORIZED SIGNATURE: Bids MUST show full firm name and address of bidder, and be manually signed. Failure to do so will disqualify bid. Person signing bid must show title or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
- 7. WITHDRAWAL ALTERATION OF BIDS: Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing must

- initialed by bidder guaranteeing authenticity. No bid may be withdrawn after bid closing without acceptable reason in writing and with the approval of the Director of Finance.
- 8. TAXES: The City is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.
- BID EVALUATION: All bids are evaluated for compliance with specifications and a contract will be awarded based on "best value". This is an "ALL OR NONE" bid. No partial or incomplete bids will be considered.
- NEGOTIATION: Any attempt to negotiate or give information on the contents of this bid with the City or its representative prior to award shall be grounds for disqualification.
- 11. GRATUITIES: The City may, by written notice to the successful bidder, cancel this contract without liability to successful bidder if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the successful bidder, or any agent or representative of the successful bidder, to any officer or employee of the City with a view toward securing or amending, or the making of any determinations with respect to the performing of such a contract.
- 12. APPLICABLE LAW: Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. This agreement shall also be governed by the Uniform Commercial Code as adopted in the State of Texas.
- 13. PATENT RIGHTS: The vendor agrees to protect the City from any claim involving patent right infringement or copyrights on goods supplied.
- 14. BID AWARD: The anticipated award date is June 1, 2017. Contractor will be expected to enter into a contract with the City for specified work.
- 15. SAFETY: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with this work. He shall take all necessary precautions for the safety of, and shall provide

the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons who may be affected thereby, all the work and materials or equipment to be used at the job site, and other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

- 16. NEGLECTED WORK: If Contractor should fail to perform the work in accordance with the Contract, the City, after five (5) days' written notice to Contractor may, without prejudice to any other remedy, make good such deficiencies and the cost thereof (including compensation for additional services) shall be charged against Contractor and will result in an appropriate reduction in the contract price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the City. See Item No. 23, General Specifications.
 - 17. ADD ALTERNATE: The City may or may not purchase or enter into a contract for said item.
 - 18. DISCLOSURE OF CERTAIN RELATIONSHIPS (HB 914).

 Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Rockwall 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. Forms may be obtained on the City's website at www.rockwall.com, City Departments, Finance Department, Purchasing page.

19. **CERTIFICATE OF INTERESTED PARTIES FORM 1295 Definition and Instructions**

Section 2252.908 of the Texas Government Code 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.

All vendors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at https://www.ethics.state.tx.us/File/ 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 City.

20. **Insurance Requirements:**

Contractors performing work on City property or public right-of-way for the City of Rockwall shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Rockwall.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions	
Commercial General (Public)	\$1,000,000 each occurrence,	City to be listed as additional	
Liability to include coverage for: a) Premises/Operations	\$2,000,000 general aggregate;	insured and provided 30-day notice of cancellation or material change in	
a) Premises/Operationsb) Products/Completed	Or	coverage.	
Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$2,000,000 combined single limits	City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors	
1. Business Auto Liability	As required by State of Texas		
Workers' Compensation &	Statutory Limits	City to be provided a waiver of	
Employers' Liability	\$100,000 each accident	subrogation	

Questions regarding this insurance should be directed to the City of Rockwall Purchasing Agent at (972) 772-6418.

A PURCHASE ORDER WILL NOT BE ISSUED OR CONTRACT EXECUTED WITHOUT EVIDENCE OF INSURANCE.

Contractor shall add the City of Rockwall as an additional insured on all required insurance policies, except worker's compensation, employer's liability and errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.

PUBLIC NOTICE CITY OF ROCKWALL, TEXAS

INVITATION TO BID

The City of Rockwall is accepting bids for Contract Mowing Services. Sealed bids will be received by the Purchasing Agent, City Hall, 1st Floor, 385 S. Goliad, Rockwall, TX 75087 until 2:00 p.m., May 26, 2017. All bids duly received will be publicly opened and read aloud at said time and date in the City Hall Council Chambers, 385 S. Goliad, Rockwall, Texas.

Publish dates: Herald Banner May 12, 2017 and May 19, 2017



































































































