



City of Rockwall
The New Horizon

December 18, 2020

Dear Landscape Contractor:

The City of Rockwall is accepting sealed bids for Annual Grounds Maintenance Services II. This contract will include mowing, trimming, litter control, weed abatement, landscape services and brush cutting at City facilities, street medians and right-of-ways. Sealed bids will be received by the Purchasing Agent, City Hall, 385 S. Goliad, Rockwall, TX 75087 until 2:00 p.m., January 29, 2021.

If you are interested in submitting a bid for these services, the bid document is available now:

1. On line at www.rockwall.com, Departments/Finance; Purchasing page
2. Paper copy full color - Available from me at City Hall, 385 S. Goliad, 8 am – 5 pm, Monday – Friday for a cost of \$25.

Regretfully the location maps for this contract are too large to be emailed. Enclosed you will find a list of locations that may be included in this contract. The contract period is for one year with the option to renew for up to three consecutive years.

Pre bid meeting is scheduled for January 15, 2021 at 10:00 AM and Contractors are encouraged to attend this meeting and make work site visits prior to submitting a bid. Should you have any questions concerning the maintenance sites or specifications, please contact Brian Sartain, Parks Superintendent, at 972-965-7662 or bsartain@rockwall.com.

Thank you for your interest in the City of Rockwall and please call or email me should you have any questions regarding the bid process.

Sincerely,

Lea Ann Ewing
Purchasing Agent
Enclosure



City of Rockwall
The New Horizon

**Invitation to Bid
Grounds Maintenance Services II
Bid Packet**

Bid Due Date: January 29, 2021
Time: 2:00 PM
Place: City of Rockwall
Council Chambers
385 S. Goliad
Rockwall, TX 75087

Pre Bid Meeting: January 15, 2021
Time: 10:00 AM
Place: Council Chambers

Deliver To: Lea Ann Ewing
Purchasing Agent
City Hall, 385 S. Goliad
972-772-6418
lewing@rockwall.com

City of Rockwall, Texas
Grounds Maintenance Services II Bid Form
Attachment A – Pricing Worksheet & Service Location Maps

SIGNATURE:

The undersigned hereby certifies that he understands all the terms, conditions, and specifications and has read them carefully and will furnish and deliver all materials or services specified within this document.

Authorized Signature _____

Printed Name and Title _____

Company Name _____

Physical Address _____

Mailing Address _____

Phone # _____ Fax # _____

Email _____ Mobile # _____

Date _____

The following submissions are required in order to research, evaluate and verify each bid to determine the "Best Value" bid for the City. Missing submittals may deem the bidder non-responsive and disqualified. Bid Submittals

- Attachment "A" Bid Form – Pricing Worksheet and Service Locations (form provided)
- Attachment "B" Operational Plan as required in various sections throughout the specifications including Safety Plan
- Attachment "C" Equipment/Vehicle List Worksheet
- Conflict of Interest Questionnaire (CIQ) (form provided)
- Certificate of Interested Parties (form provided)
- W-9 Form
- Certificate of Insurance
- Applicator Pesticide License

City of Rockwall

Grounds Maintenance Services

Specifications

The City of Rockwall is soliciting bids for mowing, litter control, weed abatement and landscape services to be performed at various medians, right-of-ways, facilities and open spaces within the City of Rockwall as described in the following bid specifications. The term of this contract will be one year with three (3) optional one-year renewal periods. The contract will be awarded to the bid providing the **BEST VALUE** to the City of Rockwall as determined by the evaluation criteria as stated herein.

The cycle frequencies are an accurate reflection of the City's anticipated needs. However, due to budget contingencies and weather fluctuations, cycle frequencies may be adjusted at any time during the contract period. At no time will increases to the bid prices offered be imposed to the City. Bid prices will be held firm during the contract period.

Frequencies:

Frequency (A): One-week cycle beginning first full week of April for a maximum 26 cycles.

1. Mow all turf areas to a height of 1.5"-2".
2. Edge all hard surface areas touched by turf or beds.
3. Trim around all stationary objects in turf areas.
4. Remove any weeds and seedlings from bed areas.
5. Remove any suckers or water sprouts from trees.
6. Clean and remove all debris from hard surface.
7. Clean and remove from the areas any trimmings and litter.

Frequency (A-2): Bi-weekly cycle beginning first full week of April for a maximum 16 cycles.

1. Mow all turf areas to a height of 1.5"-2".
2. Edge all hard surface areas touched by turf or beds.
3. Trim around all stationary objects in turf areas.
4. Remove any weeds and seedlings from bed areas.
5. Remove any suckers or water sprouts from trees.
6. Clean and remove all debris from hard surface.
7. Clean and remove from the areas any trimmings and litter.

Frequency (B): One time per month (April through September)

1. Trim all shrubs to maintain City standard.
2. Replenish bed mulch, if needed, to maintain a 3" mulch thickness in the landscaped area.

Frequency (C): One week cycle beginning first full week of April for a maximum 36 cycles.

1. Mow all turf areas to a height of 1.5".
2. Edge all hard surface areas touched by turf or beds.
3. Trim around all stationary objects in turf areas.
4. Remove any weeds and seedlings from bed areas.
5. Remove any suckers or water sprouts from trees.
6. Clean and remove all debris from hard surface. Clippings must be picked up and not blown onto the walks, streets or retail center paved entrances.
7. Clean and remove from the areas any grass clippings, trimmings and litter.

Frequency (D): Once every 14 days beginning first full week of December for a maximum 10 cycles.

1. Mow all turf areas to a height of 2".
2. Edge all hard surface areas touched by turf or beds.
3. Trim around all stationary objects in turf areas.
4. Remove any weeds and seedlings from bed areas.
5. Remove any suckers or water sprouts from trees.
6. Clean and remove all debris from hard surface. Clippings must be picked up and not blown onto the walks, streets or retail center paved entrances.
7. Clean and remove from the areas any grass clippings, trimmings and litter.

Frequency (E): One time in October to January (Oaks - December / January).

1. Prune all ornamental and shade trees as to City standards.
2. Remove any trimmings and pruning debris.

Frequency (F): One time in February/March.

1. Trim all Liriope and Day Lilly ground cover.
2. Trim all Ornamental grasses and perennials.
3. Remove any trimmings and pruning debris.

Frequency (G): One time per month (April through October)

1. Trim all shrubs to maintain City standard.
2. Bush hog mowing (tractor mowing height is 6"-8")

Frequency (G-2): Bi-weekly cycle beginning first full week of April through October.

1. Bush hog mowing (tractor mowing height is 6"-8")

ADD ALTERNATE FREQUENCIES H, I J AND K:

Frequency (H): Two times per year each.

1. Apply pre-emerge to landscape and median beds (January and September)
2. Apply fertilizer to landscape and median beds (April and August)

Frequency (I): Apply herbicide to turf areas. Spot spray as needed to maintain 95% weed free turf.

1. Pre-emergent herbicide for grassy and broad leaf weeds two times (Feb 15 & Oct 15)

Frequency (J): Apply herbicide to turf areas. Spot spray as needed to maintain 95% weed free turf.

1. Post-emergent herbicide for grassy and broad leaf weeds two application "cycles" according to the label. i.e. one application cycle of a 2, 4D or grassy weed product may require two applications 10-14 days apart. This constitutes "one cycle" to be effective.

Frequency (K): Apply ant bait two times (spring and fall).

I GLOSSARY OF TERMS

1. Production schedule shall mean the time periods established by the City for the project year within which all prescribed maintenance activities for each area shall be completed. The vendor and City Representative will agree on a regular day and time for maintenance at each location. If the vendor expects to vary from the schedule, he/she shall notify City Representative 24 hours in advance, so work completion can be inspected in a timely manner. ***Note: Failure to provide the City Representative an accurate schedule in good faith may result in termination of contract.***
2. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
3. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
4. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
5. Trash and Litter shall mean any debris within the mowing project area such as paper, cans, bottles, limbs/brush, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (where tree/brush/shrub lines or mowing edge determines the area, the successful bid will extract litter an additional three (3) feet, where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.
6. Chemical trimming shall refer to the use of an herbicide (such as Roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.**
7. Clumped grass cuttings shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds 10" in height. Clumps are typically found in areas where mowing equipment has completed one row and has reversed direction. Property is to be re-mowed to remove clumped grass prior to leaving property.
8. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
9. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
10. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
11. Scalping shall refer to any action which results in the mowing of any turf area below the 1" height down to and including the soil. 2" height down to and including the soil for project areas designated on a 14-day mowing cycle.
12. Mono-filament trimming shall refer to trimming grass around fences, building, tree wells and posts. Do not directly use around the trunks of trees.
13. Brush hog or "Bush Hog" is a type of rotary mower. This style of mowing is done by a mower attached to the back of a tractor using the 3-point hitch and powered by the tractors PTO.

II MAINTENANCE CYCLES

1. The areas and maintenance function cycles to be provided are listed in Attachment A Pricing Worksheet & Service Locations. The quantities of cycles per site per year shall be estimates only and shall not constitute a guaranteed amount to be paid to the vendor.
2. Vendors are cautioned not to submit their bid until specifications and sites have been carefully examined. Field observations are required to determine exact locations and boundaries of areas maintained. City Representative is available to assist as needed to identify areas.

III ADDITIONS / DELETIONS / SUBSTITUTIONS:

1. City Representative is designated as the Ordering Officer and will have the authority to add or delete work, subject to the Purchasing Procedures of the City of Rockwall.
2. All Work added or deleted will be specified by location and approximate acreage. Jointly, the City Representative and the vendor shall measure areas added or deleted to determine the exact coverage. Such measurements shall be documented and signed by both representatives, and will be the basis for determining the final scope of work and payment due to the vendor under the contract price.
3. All documentation pertaining to the additions or deletions to the work shall be maintained in a project file by the City Representative.
4. The vendor shall advise the City Representative, in writing, of ANY changes that need to be made to the outlined maintenance program in this contract and shall not proceed with any work until such time as he has received written concurrence from the City Representative.

IV CITY CONTACTS:

This contract will be monitored by the Park & Recreation Department City Representative listed below.

City Representative:	Mr. Brian Sartain Parks Department Superintendent
	972-772-6332 (Office)
	972-965-7662 (Cell)

V CONTRACTOR ACCOUNT MANAGER:

The Contractor must assign a designated Account Manager whose primary duties should involve inspecting the work of subordinates in the field and ensuring contract compliance. He/she must also have effective written and oral communication skills. The Account Manager's duties, experience, and percentage of time the bid expects him/her to commit to this contract should be designated **in writing** by successful vendor and included with the final bid. The Account Manager **cannot** be involved in a substantial portion of the vendor's maintenance or administrative duties.

VI CONTRACTOR WEEKLY CONTACT:

The Contractor must make daily contact with the City Representative or designee in writing. 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-Proceed that need to be signed. **Failure to contact the City Representative or designee IN WRITING on a daily basis may constitute a breach of Contract.**

1.

VII VENDOR PRODUCTION SCHEDULE:

1. Each vendor is required to submit a complete production schedule. This schedule shall meet or exceed the City's expectations as defined in Attachment A Pricing Worksheet & Service Locations. This schedule shall reflect the vendor's abilities to execute this contract in an efficient and timely manner, while maintaining the quality of work as required by the City. This schedule shall be a realistic projection by the vendor and will serve as the governing article during the performance of this contract. Any deviations from written schedule must be approved in writing (via email) by the City Representative. The vendor production schedule must be submitted within the Operational Plan as Attachment B. It is imperative that the vendor understands that timely performance of this contract is critical. Completion days, or the lack of, as submitted and required by vendor to execute this scope of work as written, will be considered in the award process. Once this bid package is awarded, vendor

will be expected to meet or exceed their submitted production schedule. If this production schedule cannot be met for any reason during the execution of this agreement, the City retains the right to secure an alternate vendor to proceed.

2. At the start of each work week the vendor will identify the areas his employees will be working in that week and e-mail a list of the areas to the City Representative no later than 9:00 A.M. Monday morning.
3. The vendor will be required each day to e-mail a weekly work summary to the City Representative outlining the maintenance activities accomplished that week concerning this contract.

VIII COMPLETION TIME ALLOTMENTS:

Upon receipt of a **NOTICE TO PROCEED**, the vendor will be allotted five (5) days to complete their entire maintenance cycle (Monday through Friday). The work completion time allotment should be considered a maximum, there is no minimum. Weather and/or growth conditions may cause cancellation or delay of a mowing cycle which will be solely determined by City Representative. The City Representative also has sole discretion over whether soil/turf/ or weather conditions are appropriate for maintenance. Failure of the vendor to abide by the City Representative's decision and direction may result in termination of contract.

IX 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 City Representative to have the work in question or portions thereof completed by **others** if the Contractor shall not cure the default within twenty-four (48) hours of written notice of the default. If others complete work, any additional cost caused by a higher priced vendor will be deducted from the original contractor's next payment, if any. Failure to sustain the maintenance schedule shall be determined in the following manner:

- a) 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 maintenance 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.
- b) 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 attorney's fees incurred by the City in the enforcement of any provision herein or within this document.

X REMEDIES FOR NON-COMPLIANCE:

1. Failure on the part of the Contractor during the term of this contract in one or more area(s) would be reasonable cause for the City Representative or designee to issue a Notice-to-Cure (NTC) warning, in addition to liquidated damages as required. Area(s) can include, but are not limited to:
 - a) Non-performance of service in accordance with the specifications herein'
 - b) Having more than two (2) failed inspections per month.
 - c) Failure to maintain work schedule.
 - d) Failure to show.
2. Furthermore, the Contractor shall conduct operations in a manner that reflects favorably on the City. Calls from citizens concerning poor performance will be verified and if deemed correct, the Contractor shall be notified. Continued performance issues will result in cancellation of the contract.
3. Contract Termination: Both parties shall have the right to cancel the Maintenance Contract with 60 days written notice by either party to the other party. At receipt of written notice to cancel, the City shall solicit new bids or award the Contract to the next lowest responsible bidder. The City reserves

the right to immediately terminate the Contract without recourse by or warning to the Contractor for any one of the following reasons:

- a) Contractor's repetitive failure to comply with the approved schedule.
- b) Contractor's breach of Contract.
- c) Contractor's failure to maintain the required insurance coverages and limits.

XI DAMAGES:

1. Any damage to public or private property shall be reported immediately to the City Representative.
2. The City shall not be liable for any loss or damage sustained by the vendor. The vendor shall save the City whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The vendor shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
3. The vendor shall be responsible for any property damage caused by the use of vehicles or other equipment while engaged in this contract.
4. The vendor will be responsible for any damages to the irrigation system due to negligence or carelessness on the part of the vendor or the vendor's representative.
5. Contractor shall remedy any damage causing disease or destruction to trees, shrubs, turf and plant material as a result of his maintenance operations. Contractor's remedy shall be the replacement of any damaged trees, shrubs, turf or plant material with specimens of like kind, size and quality prior to damage. Remedy shall include specimen purchase, delivery and planting at the Contractor's expense.

XII EMPLOYEES:

1. Vendor will require all employees to report to work in clean uniforms in good conditions including shirt, pants, and OSHA approved safety vest. Uniforms shall have the vendor's name in a manner clearly identifiable to the public. Vendor must ensure that employees properly wear a shirt at all times.
2. Vendor's employees must be courteous to the public at all times while at the work site.
3. Vendor shall remove any personnel that is incompetent or endangers persons or property.
4. Vendor's employees will not consume/possess alcohol or use/possess any illegal drugs, or be under the influence of such while on City property and/or carrying on the requirements of this contract.
5. The vendor shall immediately remove any such employee from the work site.
6. Conflicts, or potential conflicts due to required work and public use of a location, shall be reported to the City Representative.
7. Notification to vendor of complaints concerning the aforementioned shall be in writing if time and circumstance permits. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible.

XIII VEHICLES and EQUIPMENT:

1. All vehicles utilized under this contract will be clean, free of mud, dirt, and grime, without noticeable rust spots and faded paint serviceable, and shall comply with safety standards required by the State of Texas.
2. All vehicles used by the vendor will be identified with company name or logo, conspicuously displayed on door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification.
3. All vehicles operating from a public road shall have at minimum a rotating amber caution light mounted on the top of the vehicle.
4. Insufficient and/or inadequate vehicles as determined by the City of Rockwall are a cause for rejection of bid.
5. Responses shall include a complete list of vehicles and equipment available in **Attachment D Equipment/Vehicle List Worksheet** to determine whether or not the vendor can adequately perform the necessary work. All vehicles the vendor anticipates committing to this contract if awarded should

be included in the listing.

6. The City of Rockwall reserves the right to inspect the vendor's vehicles prior to award of a contract.

XIV INSPECTIONS:

1. The vendor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed in each service is in full compliance with the contract.
2. The vendor shall designate in the Operational Plan as Attachment B, a Quality Control Inspector, whose main duty shall be to verify contract conformity of all work performed. They are expected to inspect each property listed in this bid package upon completion of maintenance. This must be submitted to the City Representative via email in a weekly inspection report each Friday by 2:00 P.M. detailing inspections, site visits, deficiencies cited and corrected, and any other information that is pertinent to the contract.
3. The City Representative will make a quality inspection of completed areas within 24 hours, following receipt of daily form.
4. If completed areas do not meet contractual specifications:
 - a) The City Representative will contact the vendor to rework areas.
 - b) City Representative will then re-inspect areas within 24 hrs. of notification of completion.
 - c) Areas requiring re-inspection MAY NOT be considered for payment for that billing cycle.
5. The City may inspect required equipment, supplies and safety items at any time when in use on City property. Any individual, crew or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the City. No such removal will reduce the vendor's obligation to perform all work required under this contract and within the time schedule.

XV PERFORMANCE EVALUATION MEETINGS:

1. A monthly "walk" of all properties will be conducted with the vendor and the City Representative. This will be documented in writing as to the status of the performance. If the City Representative deems necessary the meeting may occur monthly, weekly, or as often as determined necessary to discuss performance.
2. A meeting shall be held not later than one normal workday after a contract deficiency is noticed. Mutual effort will be made to resolve any and all problems identified.
3. The minutes of this meeting will be documented in writing for both parties.

XVI SAFETY:

A safety plan shall be included in the Operational Plan **as Attachment B**. It shall address the following requirements:

1. All employees shall have proper safety devices and equipment including hearing and eye protection, and safety vests. All personal protective equipment shall meet OSHA and TXDOT safety standards.
2. The vendor shall exercise extreme caution while working on medians, road sides and high traffic areas. TXDOT approved safety "men working" signage, barricades, cones, flashers/strobes/light bars, are required when crews are working in any traffic situations.
3. Vendor will park vehicles and equipment off city streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside lane of any street. Any vehicle or equipment park in the far right lane of any street shall have safety flashers/directional light bars on and working properly. The area behind the parked unit must be coned off with safety cones spaced ten (10) feet apart and a minimum of one hundred (100) feet behind the unit. The vehicles shall be clearly identified with the vendor's company name and telephone number.
4. Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by the City Representative.
5. The vendor must be licensed by the Texas Structural Pest Control Board and/or Texas Department of Agriculture. A copy of the license and a listing of the license numbers shall be submitted with the Operational Plan as Attachment B.
6. Any hazardous condition or any damage to City property is to be immediately reported to the City Representative.

XVII MOWING DAMAGE / SAFETY:

1. The vendor(s) shall be responsible for any damage to the property during the maintenance operation.
2. The vendor shall be responsible for replacement of all trees, shrubs, ground covers, valve boxes, valve box lids, which are destroyed/damaged by the vendor, employees or agents of the vendor during the maintenance operation. They shall be replaced in 7 days, unless it is a safety hazard. Safety hazards must be handled ASAP.
3. Trees and shrubs must not be bumped or marked by mowing or edging equipment. Damage to trees or tree collars will be assessed at \$100.00 for each instance. If damage is severe tree/shrubs will be replaced based on the sole discretion of the City Representative.
4. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment.
5. Any hazardous conditions and/or damage to City property will be reported to the City Representative prior to leaving the work site.

XVIII SPECIFICATIONS FOR LANDSCAPE SERVICES

1. Mowing:

- a) All turf areas will be mowed weekly (unless otherwise indicated) at recommended heights during the growing season and noticeable clippings/grass clumps on turf areas removed. Any changes in the mowing height are to be approved by the City Representative.

Variety	Mowing Height Range	Optimal Mowing Height
Common Bermuda grass	0.75 – 3.0 inches	1.5 inches
Hybrid Bermuda grass	0.75 – 2.0 inches	1.0 inch
St. Augustine grass	1.5 – 3.0 inches	2.5 inches
Zoysia	0.75 – 2.0 inches	1.0 inch

- b) Bruising or rough cutting of the grass is not permitted. Mowers will be adjusted and operated so that the grass is cut at a uniform height.
- c) Turf that is asked to be cut at .75" or lower will be cut with a Reel type mower.
- d) The turf will be cut in different directions to help prevent the grass from growing in one direction and becoming rutted.
- e) In an effort to not bag lawn clippings, mulching mowers are preferred to mowers that throw clippings into rows.
- f) Areas serviced will have a finished appearance with walks and curbs appearing to have been swept. The successful vendor shall not blow litter, debris, leaves, clippings, etc. into the storm drains, streets, landscape beds, or other property.
- g) Mowing will not be permitted within 18" of each tree in order to avoid damage to trees.
- h) Roadsides and Rights of Ways (ROW's) will be mowed from back-of-curb 10ft or to any existing fencing or easement that is discernable such as tree lines, power poles etc. On some of these areas the mowing area will be less than the 10ft and in some areas it will be more than 10ft.
- i) Mowing will include a 5 ft. area behind all fire hydrants in the Roadsides & ROW's and 15ft to each side where applicable.
- j) Removal of all litter and fallen leaves from the entire property, and hauling such debris away.
- k) Litter must be removed from turf prior to mowing (1" X 1" and larger). This includes, but not limited to, bottles, cans, paper, brush, rocks, tree limbs, etc. which are not intended to be part of the landscape. Shredded litter must be removed the day of the complaint or a \$25 penalty per day for each area identified per site will be deducted from the appropriate monthly billing.
- l) All concrete, asphalt areas, brick pavers, paved ends on medians, and or right-of-ways shall be weed/grass free and blown clean of all debris after each cycle.
- m) Weeds/grass growing in the expansion joints, within two (2) feet of the edge of the paved surface, must be removed or treated with an approved herbicide as needed.
- n) All swimming pools, Botanic Gardens and water features: Grass catching equipment MUST be used on mowers. Clippings and trash must be swept or picked up, taking care that none

- of the clippings gets into water features or swimming pools.
- o) All mowing is to be accomplished Monday through Friday, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
- p) The City Representative reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.

2. **Edging / Trimming:**

Edging all turf along walks, curbs, plant beds, signs, poles, and other obstacles as follows:

- a) All edging will be done with a fixed blade edger that leaves a sharp edge (not a monofilament trimmer).
- b) All turf will be edged and trimmed each time turf is mowed.
- c) All sidewalks, curbs, and steps will be mechanically/vertically edged using a metal blade exposing concrete surface to be completed at the end of first cut.
- d) Sidewalks must be edged on both sides.
- e) All material dislodged by edging must be removed from the site.
- f) Monofilament trimming will be used for grass around fences, building, tree wells, posts, and other obstacles.
- g) Monofilament trimming will not be used around tree trunks.
- h) Trimming will include the removal of suckers (by hand, using hand pruners) from the trunk and/or base of all trees and ornamental trees.

3. **Bed Maintenance:**

- a) All bed areas and tree rings will be policed for weeds, paper, and debris each maintenance cycle.
- b) All planter beds, tree circles, sidewalk cracks, etc. are to be sprayed periodically to control unwanted grasses and broadleaf weeds.
- c) 2" of shredded hardwood mulch is required for weed control not including tree rings.
- d) Shrubs, groundcovers, espaliered shrubs and vines are pruned according to recommended horticultural practices to maintain a clean, attractive appearance. (Reference ANSI A 300 trimming specifications).
- e) Shrubbery will be pruned as needed to insure the correct shape and natural growth habit for the area in which the shrubs are growing.
- f) Tip prune selected branches of low growing shrubs or groundcover masses to maintain an even overall height to promote fullness.
- g) Ground cover plantings will be pruned as required to restrain perimeter growth to within planting bed areas where adjacent to walks and curbs.
- h) All dead plant material shall be removed.
- i) All tree rings and planting beds shall be maintained free of weeds/grass. Non-selective herbicide may be applied to some areas by a licensed applicator if approved by the City Representative.
- j) Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal. However it is recommended that herbicides be used to control weeds as needed.
- k) **Add Alternate** -Shrub/Ground Cover Bed Weed Control, Weeds and grass control in beds will include hand pulling & spraying as needed.
- l) **Add Alternate** - April 1-15 apply 13-13-13 granular fertilizer. with 50% SCU
- m) **Add Alternate** - August 15-30 apply 13-13-13 granular fertilizer with 50% SCU

3. **(Pesticides) Herbicide / Insecticides / Fungicides :**

- a) The vendor shall obtain a ninety percent (95%) control of all noxious weeds, grasses, brush, (except Bermuda Grass) and maintain the control of the vegetation throughout the year.
- b) Spot Treatment: As required by the City within Thirty (30) calendar days following completion of the first and second treatments reflecting above, when necessary to secure effective kill as required by these specifications.
- c) All pesticide use will be pre-approved.
- d) Any plant(s) that is killed or permanently damaged by the application of herbicides or fertilizers shall be replanted by the vendor. Permanent establishment of the new plant(s) is the sole responsibility of the vendor. Turf grass re-establishment shall be done at no

- additional cost to the City.
- e) Care shall be taken to avoid herbicide drift and damage to adjacent trees, shrubs, and other plant material.
 - f) Vendor will be responsible for any damage done to plant material or other property during maintenance operations. Vendor will be responsible for replacement of all plant material damaged or destroyed by him/her or his/her employees.
 - g) The vendor must be licensed by the Texas Structural Pest Control Board and/or Texas Department of Agriculture. A copy of the license and a listing of the license numbers shall be submitted with a bid response.
 - h) All herbicides shall be mixed and applied in strict accordance with the manufacturer's E.P.A. Registered Label.
 - i) The vendor shall comply with all pesticide/herbicide application requirements as set forth by the Texas Structural Pest Control Board, the Texas Department of Agriculture, the Federal Environmental Protection Agency and manufacturers' instructions provided with chemicals on labels and/or accompany brochures. If the chemical mix being used is suspect, the Texas Structural Pest Control Board will be requested to check and verify requirements
 - j) All equipment used by the vendor for herbicide application must be inspected and licensed by the Texas Structural Pest Control board or Texas Department of Agriculture and must comply with all applicable State, Federal and OSHA regulations. The vendor shall submit a listing of equipment in Attachment D Equipment/Vehicle List Worksheet to be used with the bid as a basis for the City to determine the vendor's ability to perform the work within the time frame specified. A permanent rotating amber caution light will be mounted on top of each piece of equipment that operates from public roads or inside park boundaries along with TXDOT approved road signage.
 - k) Warning signage will be required and will be mounted on 12"-24" stakes or holders. Signage is to be provided by the vendor with verbiage similar to the following: "WARNING: This Park/Facility is scheduled for an Herbicide Treatment in the next 48 hours. If turf appears wet, please stay off until dry." The signage is required to contain the vendor's name and telephone number. A photo sample of this sign shall be submitted within the Operational Plan Attachment B. The proper number and size of signs will be placed so as entrance into the Park from any direction will not be possible without at least one sign being seen. Signage to be removed by contractor within 48 hours after application completed by the vendor.
 - l) All areas in the parks, facilities, medians/roadsides, ROW's, drainage channels, and ditches within the City limits of Rockwall, Texas to receive herbicide treatments are:
 - i. TURF AREAS – To include Facilities, and irrigated Medians/Roadsides per specs below:
 - A. Herbicide Treatments (growing season March-October) Post emerge and pre-emerge treatment for grassy & broadleaf weeds both perennials and annuals on an as needed bases. To be mutually determined by vendor and City Representative.
 - B. Herbicide Treatments (non-growing season November-February) Post emerge and Pre-emerge treatment for grassy & broadleaf weeds both perennials and annuals on an as needed bases. To be mutually determined by vendor and City Representative.
 - ii. DRAINAGE CHANNELS AND DITCHES
 - A. All channel areas with concrete surfacing shall receive spot treatment for any weeds and grass, as needed.
 - B. Areas of drainage, ditches and channels to receive herbicide treatment is further defined as being the bottom, sides, and banks to the limits of the "Right of way" or easement line, the top of the bank of the ditch or channel wall or grade shall prevail. In the event privately owned walls, fences, terraces, or other appurtenances border the ditches or channels, the treatment shall extend only to these appurtenances.
 - C. The treatment of these specified areas may need to be accomplished by hand. Due to the locations, some applications cannot be accomplished by March
 - D. The herbicide to be used in treatment of vegetation shall consist of a combination of contact and systemic herbicide chemicals which will effectively kill all vegetation, (except Bermuda grass). Minimum of two (2) applications per year.

- E. At the end of each monthly billing cycle, a copy of the pesticide log for all chemicals applied in the City of Rockwall must be included with the invoicing. If there were no chemicals applied, a letter stating so will be sufficient.
- F. If the specified chemical is no longer available, the price for the new chemical may be renegotiated.

5. Fertilizer: (upon request by the City)

- a) Fertilizer Schedule for Turf Areas (non-overseed turf)
 - i. April 1-April 20 apply granular fert. 30-10-0 w/ 50% SCU w/ trace elements, 1.25lb (N) per 1,000sqft, Application rate of 4.2lb per 1,000sqft or 182lb per acre.
 - ii. June 1-June 20 apply granular fert. 30-10-0 w/ 50% SCU w/ trace elements, 1.25lb (N) per 1,000sqft, Application rate of 4.2lb per 1,000sqft or 182lb per acre.
 - iii. October 1-15 apply granular fert. 30-10-0 w/ 50% SCU w/ trace elements, 1.25lb (N) per 1,000sqft, Application rate of 4.2lb per 1,000sqft or 182lb per acre.
- b) All hard surfaces (sidewalks, parking, etc.) will be blown off immediately after fertilizer applications.
- c) In lieu of detailed time/date schedules for treatment, the vendor shall in coordination with the City Representative, develop a schedule that is mutually agreeable to both. In the event of a disagreement, the schedule of the City Representative will prevail.

6. Litter:

- a) Litter is defined as all trash, 1" X 1" and larger. This is to include trash, tires, brush (branches and small limbs), furniture and etc. Styrofoam peanuts (packing material) will be required to be picked up in the downtown area. Where applicable, litter pick up includes all trash cans on serviced properties.
- b) Where tree / brush / shrub lines or mowing edge determines the litter pick-up area, the vendor will extract litter an additional three (3) feet.
- c) Where tree / brush / shrub lines are in front of fence the fence will be the determining boundary.
- d) Picked-up litter will be legally disposed of in accordance with all City, State, and Federal environmental guidelines.
- e) The City of Rockwall agrees to allow the vendor to dispose of litter, including trash, brush, etc. at the City Service Center located at 1600 Airport Rd.

7. Annual Color: (upon request by the City)

- a) Vendor will provide two (2) seasonal (Spring/Summer and Fall/Winter) color plantings per year unless otherwise specified in Attachment C Pricing Worksheet & Service Locations. Plant material type, variety, and color will be selected by City Representative.
- b) Remove old seasonal color, rake off existing mulch layer, clean weeds/trash from planting bed, Roto-till to turn and fluff bed to a min. depth of 4" max. 6", rake bed smooth and remove clods/rocks greater than 1".
- c) Add insecticide at time of planting (Merit) or approved equal. (Fall/Winter planting only)
- d) At each Color change apply 13-13-13 granular fertilizer. Add granular fertilizer at time of planting. (Color Star,) or approved equal. (Spring/Summer and Fall/Winter planting)
- e) Top dress all beds with fine shredded hardwood mulch to a depth of 2"
- f) A representative sample of all plant material must be approved by City Representative prior to all plantings.
- g) Plant spacing:
 - i. Spring/Summer plantings. 4" pots planted at two (2) pots per Sq. Ft.
 - ii. Fall/Winter planting. 4" pots planted at three (3) pots per Sq. Ft.
 - iii. All one (1) gallon plants requested will be planted at one (1) per Sq. Ft.
- h) At each planting all color must be hand-watered/drenched immediately after planting. Soil must be moist to a depth of 6".

8. Ant Abatement: (upon request by the City)

- a) Applications times to be determined by the City Representative in conjunction with daily weather conditions
- b) Application to be done in a broadcast method with ground equipment calibrated to give correct dosage. (Documentation of proper calibration to be provided by successful vendor and included in Operational Plan as Attachment B) Application to be made at 1.5 lbs. per acre. Texas 2 step baits and mounds.
- c) Applications to include all landscaped beds, turf and non-turf areas (dirt/gravel) in all areas designated in **Attachment C Pricing Worksheet & Service Locations**.
- d) ALL existing fire ant mounds to be individually treated at time of applications.
- e) Vendor is responsible for repairing any ruts in turf, replacement of valve boxes/covers, damage to irrigation controllers/heads and valves, or any hardscape feature made during application.
- f) Vendor to provide MSDS (Material Safety Data Sheet) on approved chemicals.
- g) Turf tires required on all equipment used in making the application.
- h) At all water features, extreme care/caution must be taken to assure that the pesticide does not get into water. Any damage to fish or aquatic life will be replaced at the vendor's cost.
- i) The City Representative and the pesticide applicator will hold a mandatory daily pre-application meeting to go over properties scheduled for that day.

XIX WARRANTY:

The successful Vendor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. All trees and shrubs planted under this contract will carry a one year replacement guarantee.

XX OPERATIONAL PLAN:

Any proposal without an operational plan will be considered non-responsive. The written Operational Plan must be labeled as **Attachment "B" Operational Plan**. Evaluation of the operational plan shall be based on the following submitted information:

- Equipment to perform Contract requirements (including year, make and model).
- Number, name, title, necessary licenses, etc. of employees to perform Contract requirements.
- Proposed vendor production schedule (days, times, length at each location)
- Safety program detailing procedures, topics, and frequency of training
- Traffic control plan and defined equipment staging areas.
- Inclement weather make-up procedures.
- The bidder must provide a list of suppliers for green goods, hard goods, and chemical/fertilizers to be utilized in the performance of the bid.
- The bidder must provide a list of products to be utilized in the performance of the bid.

XXI SUBMITTALS:

The following submissions are required in order to research, evaluate and verify each bid to determine the "Best Value" bid for the City. Missing submittals may deem the bidder non-responsive and disqualified. Bid Submittals:

- Attachment "A" Bid Form – Pricing Worksheet and Service Locations (form provided)
- Attachment "B" Operational Plan as required in various sections throughout the specifications including Safety Plan
- Attachment "C" Equipment/Vehicle List Worksheet
- Conflict of Interest Questionnaire (CIQ) (form provided)
- Certificate of Interested Parties (form provided)
- W-9 Form
- Certificate of Insurance
- Applicator Pesticide License

XXII EVALUATION CRITERIA:

A review committee will judge the merit of bids received in accordance with the requirements defined herein. Failure of vendor to provide in their bid any information requested in this bid may result in disqualification of the bid. The sole objective of the review committee will be to select the **Best Value** Bid for the City of Rockwall.

The contract will be awarded based on the following evaluation criteria:

- Cost as evidenced in Attachment "A" Pricing Worksheet and Service Locations
- Components of the Operational Plan as evidence in Attachment "B" Operational Plan
- Work History and References (provide 3 references for jobs this size and larger)
- Equipment and Vehicles as evidenced in Attachment "C" Equipment/Vehicle List Worksheet

XXIII VENDOR QUALIFICATIONS:

A Prospective Bidder must affirmatively demonstrate Bidder's responsibility. The City of Rockwall may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards included but not limited to the following:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Is able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive a bid/contract award.

XXIV CERTIFICATES OF INSURANCE:

Except as otherwise specified, the contractor and his subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City of Rockwall. It shall be the responsibility of the contractor and any subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance shall state the City as an Additional Insured where applicable. The certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall immediately provide written notice to the City of Rockwall and Engineer upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for contractor and subcontractors, terminations, or alterations of such policies shall be mailed to the Purchasing Agent, City of Rockwall, 385 S. Goliad St., Rockwall, TX 75087.

Minimum Insurance limits:

COMPREHENSIVE GENERAL LIABILITY:

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Rockwall or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitled indemnification and completed operations, product liability, contractual liability, broad form property coverage, xcu, premises/operations, and independent contractors.

Bodily Injury.....	\$1,000,000
Property Damage.....	\$2,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY:

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Bodily Injury and Property Damage.....	\$1,000,000	Combined Single Limit
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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

This insurance shall protect the contractor and his subcontractors and the Additional Insured against all claims under applicable state worker's compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provision of a workers' compensation law. This policy shall include an all-states' endorsement. The liability shall not be less than:

Workers' Compensation.....	Statutory
Employers' Liability.....	\$500,000 each accident
Disease policy limit.....	\$500,000 Disease - each employee

PROPERTY LIABILITY:

Property insurance shall be for the entire work, including materials not in place at the site to the full insurable value thereof. All Builders Risk insurance shall include the interest of the City, the Contractor, subcontractor, and sub-subcontractors in the work and shall be written on an "All Risk" basis. A copy of the Builder's Risk Policy shall be filed with the City at the Risk Management Department and shall include a thirty (30) day notice of cancellation of policy provision.

CONTRACTOR'S LIABILITY INSURANCE:

The contractor shall purchase and maintain in a company or companies licensed to do business in the State of Texas and to which the OWNER has no reasonable objection, such comprehensive general liability and other insurance..." The commercial liability insurance form of policy may be used in lieu of comprehensive general liability form. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by laws and regulators:

Workers' Compensation, etc.:

(1) State:	Statutory
(2) Applicable Federal (e.g., Longshoreman's):	Statutory
(3) Employer's Liability:	\$1,000,000

Comprehensive General Liability:

(1) Bodily Injury (Including Completed operations and products liability):	
\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

(2) Property Damage:
\$1,000,000
\$2,000,000

Each Occurrence
General Aggregate

(3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage's where applicable.

(4) Personal Injury, with employment exclusion deleted
\$1,000,000

Comprehensive Automobile Liability:

(1) Bodily Injury:
\$1,000,000

Each Occurrence

Commercial Umbrella Liability:

\$5,000,000

Combined Limit, Bodily Damage, Property Damage

XXV INDEMNIFICATION:

For the consideration included in the bid price, contractor and his subcontractors shall pay, indemnify, and save harmless, the City, its agents, guests, consultants, (including the Engineer), invitees, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs, and judgments of every kind and description to which the City, its agents, guests, consultants (including the Engineer), invitees, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

Contractor and his subcontractors shall indemnify and save harmless the City, its agents, or employees and consultants (including the Engineer), from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance or regulation by the contractor, its agents, trainees, invitees, servants, and employees.

XXVI WAIVER OF SUBROGATION:

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Rockwall, its commissioners, partners, officials, directors, officers, agents, and employees and against all other contractors and subcontractors.

XXVII CONTRACTOR SAFETY:

The Contractor shall comply with all Occupational Safety and Health Act (OSHA) Standards and any other Federal, State, or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City of Rockwall. The contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City of Rockwall reserves the right to require demonstration of compliance upon reasonable request. In the event the Contractor is unable to demonstrate compliance with the safety provisions of this Contract, the parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees that upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City of Rockwall that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part

of the City of Rockwall be construed as a duty to enforce the safety provisions of this Agreement nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

SAFETY EQUIPMENT:

The Contractor shall be responsible for the Safety Equipment to be used by its employees and/or all of its sub-contractors working on the City of Rockwall. This equipment will include, but may not be limited to, hard hats, safety belts or harnesses, eye, face, hand, ear or hearing protection. Sport or athletic type shoes are not considered suitable work shoes on any construction site. Contractor shall be responsible for all barricades and flagging requirements to safely maneuver all employees, equipment, vehicles, trailers, tools and supplies in and around the contract maintenance areas.

XXVIII CHANGE ORDERS:

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All the change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

XXIX INDEPENDENT CONTRACTOR:

Contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Rockwall.

XXX CONTRACT TERM:

This Contract may be renewed at the end of the Contract period should the City determine that 1) it is in the best interest of the City; 2) the Contractor has performed satisfactory maintenance work and 3) the Contract costs do not increase more than the most recent Consumer Price Index. Annual Contract may be renewed up to three (3) consecutive years at the end of the initial contract period. Both the City and the Contractor must agree in writing to each annual renewal.

XXXI QUANTITIES/LOCATIONS:

The City reserves the right to increase or add to and decrease or delete from, a current contract in force or at contract renewal, any Facility, Street Median, Open Space and Right of Way.

XXXII APPLICATOR LICENSE:

Contractor shall submit a copy of his/her State of Texas Commercial Applicator Pesticide License with the bid. Contractor who submits a bid without a copy of this license will not be considered.

END OF SPECIFICATIONS

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 bid form provided. Attachment A
2. **BID RETURN:** The original bid document (bid form and all required documents) must be sealed in an envelope clearly marked on the (outside) front with "Grounds Maintenance Services II Bid 2021 " 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 St., Rockwall, Texas 75087 prior to the closing time and date of 2:00 p.m., January 29, 2021. 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.
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:** Quantities listed in the Bid Document are approximate. 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 120 calendar days from the date and time of the bid opening to allow for contract execution.
7. **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.
8. **WITHDRAWAL - ALTERATION OF BIDS:** Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing must be 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.
9. **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.
10. **BID EVALUATION:** This is a "Best Value" bid and all bids are evaluated for compliance with specifications before the bid price is considered. Response to specification is primary in determining the lowest responsible bid. This is an "ALL OR NONE" bid. No partial or incomplete bids will be considered.
11. **NEGOTIATIONS:** The City reserves the right to negotiate all elements, which comprise the bid proposal, and to accept or reject part or all of any bid proposal. The negotiations may be with one or more companies who have submitted a bid proposal as is in the best interest of the City of Rockwall, Texas.
12. **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.

13. **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. Venue shall be Rockwall County, Texas.
14. **PATENT RIGHTS:** The vendor agrees to protect the City from any claim involving patent right infringement or copyrights on goods supplied.
15. **BID AWARD:** The anticipated award date is March 7, 2020. Contractor will be expected to enter into a contract with the City for specified work.
16. **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.
17. **ADD ALTERNATE** definition: The City may or may not purchase or enter into a contract for said item or service and may add that item to the contract at a later date should adequate funding become available.
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. **Bid Packets:** Bid packets may be picked up at the Purchasing Agent's office, City Hall, 385 S. Goliad, Rockwall, 75087. Packets may be picked up Monday through Friday, 8:00am to 5:00pm. Packets are also available on the City's web site: www.rockwall.com, Departments/Finance/Purchasing Page.
20. **PUBLIC INSPECTION:** Bid proposals are not available for public inspection until after the City Council of the City of Rockwall, Texas has made a contract award. If the bid proposal contains trade secrets and confidential information, then only the portion of the bid proposal that contains the trade secret or confidential information is not open to the public and the vendor must specifically list that portion as confidential. The company submitting the bid proposal is responsible for specifying what part of the bid proposal contains the trade secret or confidential information when the bid proposal is submitted. It is not the responsibility of the City of Rockwall, Texas to request this information. All other parts of the bid proposal are open for public viewing upon request and in the absence of notification to the City that information is confidential; the City shall make all information available upon request through the Public Information Act.
21. **BID PROPOSAL AMBIGUITY:**

Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance with specifications, instructions and all other conditions shall be construed in the

favor of the City.

22. **LIENS:** The selected company, through award of contract, agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from all liens shall be delivered to the City.

23. **CONTRACT ENFORCEMENT:**

The City of Rockwall, Texas reserves the right to enforce the performance of any contract that results from an award of this Invitation to Bid. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Rockwall, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.

In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractor's rights shall terminate. Vendors who submit proposals for this service agree that the City of Rockwall, Texas shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.

Any notice provided by this Invitation to Bid (or required by law) to be given to the successful contractor by the City of Rockwall, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Rockwall, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.

The successful contractor and the City of Rockwall, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

The contract will be governed and construed according to the laws of the State of Texas. Performance of the agreement shall be in Rockwall, County, Texas.

24. Contractor shall furnish all labor, equipment, supplies and tools to be used to fulfill the Grounds Maintenance Services Contract.
25. Contractor shall not sublet, sell or otherwise delegate these ground maintenance responsibilities to another party without written consent from the City.
26. Contractor shall comply with all applicable federal, state and local laws, regulations and City Ordinances

27. **PIGGYBACK CONTRACT/OTHER ENTITY CLAUSE:**

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state laws. Freight/shipping charges are included in the proposal prices for Texas cooperative members. Additional freight/shipping charges that may be required by other organizations and agencies are outside the scope of the base proposal. The City authorizes each governmental entity to order and make payment directly to the

successful proposer. The term of this agreement is three (3) years from the date of contract execution unless the contract states otherwise.

COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the ROCKWALL County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Rockwall and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Rockwall shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR COMPANY WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____ YES _____ NO

By: _____
Bidder Signature

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

[illegible]