



City of Rosenberg Open Acreage Mowing

BID NUMBER: 2019-28

Commodity Code: 988-36

Mandatory Pre-Bid Conference: Wednesday, February 27, 2019, 2019 at 10:00
a.m.

Bid Opening: Wednesday, March 6, 2019 at 2:00 p.m.

CITY OF ROSENBERG, TEXAS
Alan A. Phillips, Purchasing Agent

Post Office Box 32
2110 4th Street
Rosenberg, Texas 77471
(832) 595-3590

MAYOR
William T. Benton

COUNCILPERSONS

Jacob E. Balderas, At-Large Position No. 1
Amanda J. Barta, At-Large Position No. 2
Isaac Davila, District No. 1
Steven M. DeGregorio, District No. 2
Lisa M. Wallingford, District No. 3
Richard Olson, District No. 4

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MAPS

Open Acreage Mowing: <https://rosenbergtx.gov/mowing/>



NOTICE TO BIDDERS

Sealed bids, in triplicate, on the original forms, plus one Electronic copy (jump-drive or CD) will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until **2:00 p.m. on Wednesday, March 6, 2019**, and all bids will be opened and publicly read promptly in the City Hall Council Chamber, at 2110 4th Street, Rosenberg, Texas 77471, at **2:00 p.m.**

Bid Number 2019-28 City of Rosenberg Open Acreage Mowing

All bids must be submitted at the time and place in the manner prescribed above. Bids must be delivered in a sealed envelope with return address and clearly marked "**BID NO. 2019-28 City of Rosenberg Open Acreage Mowing**". The bidder's firm name shall appear on the outside of the envelope. Bids received after the closing time will be returned unopened.

A mandatory Pre-Bid Conference will be held on **Wednesday, February 27, 2019, at 10:00 a.m.**, in the City Hall Council Chamber, at 2110 4th Street, Rosenberg, Texas. Attendance at the conference is mandatory, and bids will be accepted from only those Contractors attending. Any bids received from Contractors not in attendance will be returned unopened.

Specifications may be obtained from the Purchasing Department, 2110 4th Street, Rosenberg, Texas 77471, between the hours of 7:30 a.m., and 5:30 p.m., Monday through Thursday, and 8:00 a.m., and 5:00 p.m., on Friday, or from the City of Rosenberg website: www.rosenbergtx.gov or the State of Texas Electronic State Business Daily site at www.txsmartbuy/sp.

Pursuant to Texas Government Code 2252.908, the successful respondent must be able to provide the City of Rosenberg with a printed and executed original of a completed Certificate of Interested Parties form (Form 1295) with the signed contract. Failure to do so will result in the City's inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>. The City's identification number (Item 3 on Form 1295) for the successful bidder to fill out Texas Ethic Commission Form 1295 for **Bid No. 2019-28** will be **TXE2019-28**.

If the amount of the bid exceeds \$50,000.00, an Official Bidder's Bond signed by both the Surety and Bidder, Cashier' Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

To obtain bidding documents, specifications, or if you have other questions, please contact:

**City of Rosenberg
Alan Phillips, Purchasing Agent
E-Mail: aphillips@rosenbergtx.gov**

The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid as determined by the City. Bids may be held by the City of Rosenberg for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

Danyel Swint, City Secretary

INFORMATION AND INSTRUCTION TO BIDDERS

TO PROVIDE FOR the annual contract commencing on March 20, 2019, and continuing for a twelve-month period. City Council reserves the option to extend this contract upon the same terms and conditions, including prices established hereunder, for two (2) additional one-year periods by notifying the bidder in writing of the extension at least thirty (30) days prior to the date the contract would otherwise terminate.

This Contract may be renewed for two (2) additional one (1) year terms at the sole discretion of the City. During any renewal term, the unit price to be paid to the Contractor by the City shall be the unit price in effect on the anniversary of the effective date of this Contract, adjusted by fifty percent (50%) of the percentage increase or decrease in the U.S. National Average Diesel Fuel Index, as published by the Energy Information Administration of the U.S. Department of Energy in its last report prior to the commencement of the most recent renewal term. Subject to the foregoing, the unit price shall not be subject to increase by the Contractor at any time during the initial contract term or subsequent renewal terms.

IT IS UNDERSTOOD that the City Council of the City of Rosenberg reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as:

“BID NO. 2019-28 City of Rosenberg Open Acreage Mowing”.

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

Pursuant to Texas Government Code 2252.908, the successful respondent must be able to provide the City of Rosenberg with a printed, executed, and notarized original of a completed Certificate of Interested Parties form (Form 1295) with the signed contract. Failure to do so will result in the City's inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>. The City's identification number (Item 3 on Form 1295) for the successful bidder to fill out Texas Ethic Commission Form 1295 for **Bid No. 2019-28** will be **TXE2019-28**.

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg at 2110 4th Street, Rosenberg, Texas 77471, until 2:00 p.m., on Wednesday, March 6, 2019.

GENERAL INSTRUCTIONS: Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of

interpretation of any part of this overall document, the City of Rosenberg's interpretation shall govern.

FUNDING: Funds for payment have been provided through the City of Rosenberg's budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Rosenberg fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City Secretary's office after the submission deadline will be considered void and unacceptable. City of Rosenberg is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice, which is received after the deadline for receiving bids, shall not be considered.

SALES TAX: City of Rosenberg is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the bid.

PRICING: Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Bid Proposal Worksheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional charges not shown on the bid will not be honored. All prices must be in ink.

BID AWARD: If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms or specifications contained in the invitation to bid or a qualifying bid.

In determining the lowest responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;

3. Any other factors that could be material to the bidder's ability to comply with the contract.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within ninety (90) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

PURCHASE ORDER: City of Rosenberg shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Rosenberg will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

REFERENCES: City of Rosenberg requests bidder to supply, with this ITB, a list of three (3) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name.

INSURANCE AND BID BOND: The successful bidder shall provide and maintain the minimum insurance coverage's set forth in the City of Rosenberg "Policy for Bidding Projects" – Attachment "A", Section 2. Purchase Subject to Competitive Bidding Subsections (2.b-e).

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Rosenberg accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Rosenberg shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Rosenberg of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Rosenberg will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Rosenberg as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
6. Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Rosenberg.

7. Insurance must be purchased from insurers that are financially acceptable to the City of Rosenberg.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Rosenberg.

A valid certificate of insurance verifying each of the coverage's required above shall be submitted with the Invitation to Bid documents. The certificate of insurance shall be sent to:

City of Rosenberg
City Secretary's Office
2110 4th Street
Rosenberg, TX 77471

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Rosenberg. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Rosenberg to be DESCRIPTIVE - NOT RESTRICTIVE and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Rosenberg shall act as sole judge in determining quality and acceptability of products offered.

ADDENDA: Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Rosenberg purchasing department. Addenda will be mailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning this type of good or service.

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

INDEMNIFICATION: The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any negligent act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligations under this Contract.

TERMINATION OF CONTRACT: The City of Rosenberg reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Rosenberg may have in law or equity. Bidder, in submitting this bid, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Rosenberg shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Rosenberg, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Rosenberg from claims involving infringements of patents and/or copyrights.

INVOICES submitted for payment shall be addressed to City of Rosenberg, Accounts Payable and shall reference the City of Rosenberg approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

QUALITY CONTROL: Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until thirty (30) days after satisfactory replacement has been made.

REMEDIES: The successful bidder and City of Rosenberg agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

SAMPLES: When requested, samples shall be furnished to City of Rosenberg at no charge.

LAW GOVERNING AND VENUE: The laws of the State of Texas shall govern this contract and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Fort Bend County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Rosenberg.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

ATTACHMENT A

POLICY FOR BIDDING PROJECTS Price Quotations and Purchase Awards

1. Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the Vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
 - a. Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City as an additional insured).
 - b. No bidders' bond or cashier's check will be required as bid security.

2. Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
 - a. For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the city being named as an additional insured.
 - b. For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manager. The City will be named as an additional insured.
 - c. Workers' Compensation coverage will be required as set forth by State Law.
 - d. Vehicle liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
 - e. For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

BIDDER CERTIFICATION

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or missions from the specifications or other documents have been clarified with City representatives and noted on the bid proposal submitted.

Bidder guarantees product offered will meet or exceed Specifications identified in this bid invitation. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for opening the bids.

Bidder Must Fill In and Sign:

NAME OF FIRM/COMPANY: _____

AGENT'S NAME: _____

AGENT'S TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

AUTHORIZED SIGNATURE: _____

DATE OF BID: _____

GENERAL SPECIFICATIONS

1. CONTRACTOR QUALIFICATIONS:

In order to submit a bid, the Contracting Company shall have a minimum of three (3) years of experience (under the same company name of the Contractor submitting the bid) with mowing contracts of similar size and nature as described herein. The bid proposal must include proof that the Company has continuously and legally operated for the previous three (3) year period.

The Contractor shall also include a list of all mowing related equipment currently owned or leased by the company submitting a bid.

2. EQUIPMENT:

Rotary mowers will normally be required to mow right-of-ways. Mowers shall have adjustable cutting heights (maximum of 4" and minimum of 2 ½"). All mowers shall be equipped with safety chains to prevent damage to property and persons by debris expelled from under the mower. Mowers shall be equipped with chains of sufficient length and spacing around the mower to prevent debris from exiting from beneath the mower deck.

All mowers shall be kept in good operating condition and shall be maintained at all times to provide clean, sharp cuts of vegetation.

3. EXECUTION OF WORK:

Prior to beginning operations, the City of Rosenberg shall arrange a conference between the Public Works Department and the Contractor. In this meeting, the Contractor will outline the Contractor's proposed mowing procedures and submit the Contractor's plans for performing the work consistent with safety requirements for the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

The mowing schedule shall begin on the effective date of the fully executed General Services Contract. The Contractor shall complete each mowing cycle within the specified working days unless prevented by weather conditions. Any weather-related time extensions requested by the Contractor and granted by the City should be in writing. The Contractor shall notify the City representative to request inspection of each finished mowing site and receive approval by the City for acceptance of completed work, during each mowing cycle.

If the Contractor fails to complete the work within the specified time period for each mowing cycle, or within any extension time granted in writing by the City, then the Contractor shall pay to the City, as liquidated damages, the sum of Fifty Dollars (\$50.00) for each working day that the Contractor is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the City may withhold from the Contractor's compensation such sums as liquidated damages.

Mowers shall be operated at speeds appropriate to produce quality cutting.

Mower operators will establish cutting paths that provide one hundred percent (100%) traverse coverage of each area required to be mowed. Missed stands of vegetation or areas not uniformly cut will be re-cut at no additional cost subject to final approval by the City.

The required mowing areas shall include right-of-way down slopes, channel bottoms and tops of banks from the top of slope to the boundary, to designated width or, to obstruction such as fence, or assigned berm width.

The required mowing areas are included in Exhibit "A"

Ruts, holes and other disfigurement caused by the Contractor's mowing equipment shall be the responsibility of the Contractor to restore to the original condition. If the Contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the City representative before commencing work.

The Contractor shall not park unattended equipment within thirty (30) feet of travel lanes or streets.

4. DEBRIS THROWN ON THE ROADWAY:

The Contractor shall immediately remove and properly dispose of any debris thrown on any roadway (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately.

5. LITTER:

The Contractor shall provide litter and all debris pick-up prior to each mowing cycle as specified. Debris includes, but is not limited to, tires, shopping carts, stake signs, paper and tree limbs. Contractor will be required to cooperate with others to avoid the mowing of litter as directed by the City.

6. WILDFLOWERS:

The Contractor shall conduct all mowing operations to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by the City.

7. MEASUREMENT:

The unit of measure for mowing unimproved areas shall be per acre per mowing cycle and shall consist of one complete mowing of each area described in the attached Exhibit "A".

8. INSPECTIONS AND ACCEPTANCE OF WORK:

The Public Works Department reserves the right to inspect the work under contract at any time for final acceptance by the City.

9. CONTRACTOR SUPERVISION:

The Contractor shall provide, at Contractor's own expense, competent, full-time supervision of the work at all times while work is in progress.

All work shall be performed and completed in a thorough, workmanlike manner by skilled and experienced workers, and in accordance with the latest proven practices of the trade.

10. COMPLIANCE WITH CODES:

Contractor shall comply with all City, county, state and federal codes, laws, and ordinances in force at the time of award of contract and applicable to such work.

Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

11. STORAGE:

The City of Rosenberg does not assume responsibility for any materials, tools and equipment stored on or about the premises. The Contractor, upon completion of the work, shall clear each area of all items.

12. PROTECTION:

The Contractor shall provide adequate protection to persons, adjacent property, utilities and the traveling public, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all signage, traffic control, barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract.

The Contractor shall maintain a "spill-kit" with each mowing crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

13. DAILY CLEANUP:

The Contractor shall confine to the site all materials and refuse generated by his/her operations. Materials and/or equipment, which are stored on-site, shall be stored in an orderly manner. Materials which become scattered in adjacent areas shall be collected and returned to the site or otherwise satisfactorily disposed of.

14. RESPONSIBILITY FOR PROPERTY:

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the Contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. The City shall not be responsible for loss or damage to Contractor's property arising from any cause.

15. ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of the City of Rosenberg, and as a condition of such consent, Contractor shall still remain liable for completion of the Services in the event of default by the successor contractor or assignee.

16. BID ITEM QUANTITIES:

The City may consider it necessary to increase or decrease the number of mowing cycles under the same terms and conditions of this contract, based on but not limited to, factors such as drought, pro-longed wet periods, budget limitations, and management directives.

The City may consider it necessary to increase or decrease the total acreage per category mowing type under the same terms, conditions, and price of this contract. Any increase or decrease more than twenty-five percent (25%) of total acreage per category of mowing type may be negotiated with this contract.

TECHNICAL SPECIFICATIONS

Open Acreage Mowing

1. The open acreage mowing is located throughout the corporate city limits of Rosenberg as defined in Exhibit "A".
2. The successful bidder/contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of open acreage areas listed on the attached Exhibit "A". Open acreage mowing covered under the contract totals approximately 206.24 acres.
3. The contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Public Works Department if inclement weather has materially affected the maintenance schedule.

Growing Season (estimated March thru October)

1. The successful contractor will complete approximately ten (10) cycles during this time period (approximately every 3.5 weeks). Each cycle will be completed within ten (10) working days.
2. Each cycle is to include mowing, litter pick up and string line trimming around all obstacles that cannot be mowed around closely (i.e. manholes, fire hydrants, water valves, trees, utility poles, fences, culverts, inlets, signs, etc.).

[Rest of Document Intentionally Left Blank]

BID PROPOSAL

Sealed bids, in triplicate, plus one Electronic copy (jump-drive or CD) on the original forms will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until 2:00 p.m., on Wednesday, March 6, 2019, and all bids will be opened and publicly read in the City Council Chamber at approximately 2:00 p.m., on the same date.

The contractor may submit in person or by mail for consideration. The reference sheet must accompany the bid proposal sheet. No proposal will be considered without the completed reference document.

ITEM 1 – OPEN ACERAGE MOWING

The successful bidder/contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of right-of-way areas listed on the attached Exhibit "A". Open acreage mowing covered under the contract totals approximately 206.24 acres.

Required Open Acreage Mowing

- A. Unit price per acre of Open Acreage Mowing \$ _____
- B. Cycle Cost
 (206.24 acres X unit price per acre (A.) above) \$ _____
- C. Ten Cycle Cost
 (10 X cycle cost (B.) above) \$ _____

Total Bid Price \$ _____

The City reserves the right to request additional information or to meet with representatives from proposing organizations or individuals to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

The Contractor may submit in person or by mail for consideration. The reference sheet must accompany the bid proposal sheet. No proposal will be considered without the completed reference document and documentation of the required three (3) years' experience of the company.

It is understood and agreed that the work is to be completed in full within the time requirements as specifically provided in the General Specifications and Technical Specifications which are the basis of this bid.

ACCEPTANCE OF BID PROPOSAL:

It is understood by the undersigned that the right is reserved by the City to reject any or all bid proposals for this service.

DATE: _____

BIDDER: _____

Company's Name

ATTEST/SEAL (if a Corporation)

BY: _____

Signature

WITNESS (if not a Corporation)

BY: _____

Printed or Typed Name

NAME: _____

Street Address

TITLE: _____

City, State & Zip Code

Area Code and Phone Number

The Contractor shall complete requested information as presented below. This information shall be based on any current contract and other contracts within the last three (3) years:

CURRENT CONTRACTS

CLIENT 1	
Contact Person	
Telephone Number	
Company Name	
Address	
Type of Contract	
Size of Area	
Contract Date	
Completion Date	

CLIENT 2	
Contact Person	
Telephone Number	
Company Name	
Address	
Type of Contract	
Size of Area	
Contract Date	
Completion Date	

CONTRACTS WITHIN THE PAST THREE (3) YEARS

CLIENT 1	
Contact Person	
Telephone Number	
Company Name	
Address	
Type of Contract	
Size of Area	
Contract Date	
Completion Date	

CLIENT 2	
Contact Person	
Telephone Number	
Company Name	
Address	
Type of Contract	
Size of Area	
Contract Date	
Completion Date	

EXECUTED this _____ day of _____, 2019.

Principal

ATTEST/WITNESS:

(SEAL)

Signature

Signature

Printed Name

Printed Name

Title

Title

Surety

ATTEST/WITNESS:

(SEAL)

Signature

Signature

Printed Name

Printed Name

Title

Title

REVIEWED:
APPROVED AND
ON BEHALF OF THE CITY OF
ROSENBERG:

THE FOREGOING BOND IS
ACCEPTED

CITY ATTORNEY

John Maresh, City Manager

Sample Contract

The following is a sample of the City of Rosenberg's General Services Contract that will be issued as a result of an award from this solicitation. Please review the Contract to ensure that your firm is agreeable to all terms and conditions set forth.

Any exceptions to this Contract should be taken in the bidder's response for consideration by City management. If there are no exceptions taken by the bidder, the City assumes that the bidder is in full agreement with this Contract.



GENERAL SERVICES CONTRACT

Contract/Agreement

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

I. Summary of Contract Terms

Contractor:

Based on Contractors

Description of Services:

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

Renewal Options (if any):

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

D. Liability and Indemnity.

Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee

or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.

E. Liens.

Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.

F. Confidentiality.

Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).

G. Tax Exemption.

The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.

H. Assignment.

The Contractor shall not assign this Contract without the prior written consent of the City.

I. Law, Venue and Limitations.

This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).

J. Sovereign Immunity.

Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.

K. Entire Contract.

This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

L. Independent Contractor.

Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

M. Dispute Resolution Procedures.

The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

N. Severability.

If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. Special Terms or Conditions

IV. Additional Contract Documents

The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

A. Contractor's Additional Contract Documents:

1. Insurance Certificate
2. Conflict of Interest Questionnaire (CIQ)
3. Texas Ethics Commission Form 1295

B. City's Additional Contract Documents:

1. Technical Specifications and Bid Documents
2. Policy for Bidding Projects

V. PROHIBITION ON BOYCOTTING ISRAEL

Pursuant to Section 2270.002, Texas Government Code, the CITY may not enter into a contract for goods or services unless the contract contains a

written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing the House Bill 89 Verification Form, Exhibit "A," attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

VI. ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

VII. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF ROSENBERG:

CONTRACTOR:

John Maresh
City Manager

By: _____

Title: _____

Date: _____

Attest: City Secretary

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
 - a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
 - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
 - a) For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
 - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manager. The City will be named as an additional insured.
 - c) Workers' Compensation coverage will be required as set forth by State Law.
 - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
- e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.



CERTIFICATION OF INSURANCE COVERAGE

Open Acreage Mowing

I, _____ on behalf of Contractor, hereby certify that I will provide during the term of this contract, Worker's Compensation insurance coverage for all employees employed on this project. In addition, I certify that any subcontractors hired by me to work on this project will be providing me with a certificate of insurance coverage for such subcontractor's employees. I will provide such subcontractor's certificate to City.

I agree not to subcontract such work unless and until a certificate of such subcontractor's insurance coverage is provided.

Signature

Typed or printed name

Title

Date

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2019.

{SEAL}

Notary Public – Signature

Printed Name: _____

Expiration Date: _____

EXHIBIT "A"
OPEN ACREAGE MOWING

Street Name	Page ID	Acreage
4th Street - Across from City Hall and Police Department	O-1	19.04
4th Street - City Hall to Fort Bend Herald	O-2	5.57
City of Rosenberg Lot – 398 7 th Street	O-3	0.14
Landfill - City Property	O-4	4.44
Seabourne Creek Park	O-5	134.07
Koeblen Rd Property	H-1	26.01
Ricefield Rd	H-3	16.97
TOTAL Open Acreage Mowing		206.24