

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR BIDS (RFB)**

1. BID NO.: 17-050-12-12
2. ISSUE DATE: November 28, 2016
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Crissy Cantu, Buyer
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:

Right-of-Way Mowing & Maintenance Services

5. PRE-BID/PROPOSAL CONFERENCE:

*** There WILL be a conference. ***
LOCATION: CITY OF MISSION
 1201 E. 8TH STREET
 MISSION, TX 78572
DATE: December 5, 2016
TIME: 10:00 am

6. ADVERTISING DATES:
 1st Week of Advertisement Date: __11__/_28__/_16__
 2nd Week of Advertisement Date: __12__/_5__/_16__

6. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

City of Mission
Purchasing Department
 1201 E. 8th Street R101
 Mission, TX 78572
 Bid # 17-050-12-12

7. OFFER SUBMISSION DUE DATE AND TIME:
DATE: December 12, 2016
TIME: 2:00 PM CST

7. No Facsimiles or late arrivals will be accepted. Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.

8. SUBMIT WITH OFFER: Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form.

9. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

10. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids.

11. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

OFFER
(To be completed by Offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 10, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

13. BIDDERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

15. BIDDERS SIGNATURE & DATE:

AWARD
(To be completed by City of Mission)

16. TOTAL AMOUNT OF AWARD:

17. PURCHASING AGENT SIGNATURE & DATE OF AWARD:

Name: _____ Signature: _____ Date: ____/____/____

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Bidders	General Terms & Conditions	YES
		Bid Bond of 5% of Total Amount for each Contract	YES
		Delivery Terms	YES
		Payment & Performance Bonds	NO
		Milestone Schedule	NO
	Insurance Certificate		NO
●	Schedule of Subcontractor(s)/Subconsultant(s)	Attachment #1	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form	YES
●	Pricing Schedule	Signed and Completed	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s)	YES
●	Disclosure of Interested Parties	Certificate of Interested Parties	NO
●	Bidder's General Questionnaire	General Questions (Supporting Documentations)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire	YES
●	Specifications/Scope of Work	Description for Right-of-Way Mowing & Maintenance Services	NO

21. ACKNOWLEDGMENT OF ADDENDUMS:	ADDENDUMS #	DATE	ADDENDUMS #	DATE
Offeror acknowledges receipt of the following addendum(s) to the solicitation: (Identify addendum number and date of each.)				

City of Mission
Instructions to Bidder – General Terms & Conditions
Bid Name/No.: Right-of-Way Mowing & Maintenance Services/ 17-050-12-12

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful bidder, it will be required that **“Right-of-Way Mowing & Maintenance Services”** be provided as specified.

- (1) Sealed bids will be received for **“Right-of-Way Mowing & Maintenance Services”** in accordance with the specifications attached hereto.
- (2) The item(s) under this proposal shall be new and unused. All specifications shown are minimum requirements. There is no intention to disqualify any bidder who can meet these specifications.
- (3) **One (1) original and two (2) copies of RFB must be enclosed in a sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Bids” – “Right-of-Way Mowing & Maintenance Services- Bid No. 17-050-12-12” and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., Monday, December 12, 2016. No Facsimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFB.**
- (4) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so may disqualify your bid. Person signing bid must show title or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** *Firm name and authorized signature must appear on each page that calls for this information.*
- (5) Acknowledgment of Addendums to Invitation for Bids
 - (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
 - (b) Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.
- (6) Bids **cannot** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.
- (7) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.** Contractors are not tax exempt.
- (8) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.
- (9) Evaluation and Basis for Award
 - (A)Item Pricing/Potential Multiple Awards

Offerors may provide pricing for any one or more contract line items. Award of contract shall be made on a contract basis. As such, multiple contract awards may be made.
 - (B) Estimated Quantities

The quantities specified in the Schedule are estimates only, and are used as a basis for determining award of the contract. Service will be on an as needed basis for one year base term.
 - (B) All or None Pricing

Failure of an offeror to provide prices for all line items listed on the Schedule shall be cause for rejection of the entire offer. However, an offeror may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

- (10) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such deliver/service **"Right-of-Way Mowing & Maintenance Services"** off contract. The contractor will be liable for any increase in cost incurred due to defaulting for **"Right-of-Way Mowing & Maintenance Services"**.
 - a. Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc.), acts of government, fire strikes, war. Actions beyond the control of the successful bidder.
- (11) Quote F.O.B. Mission, Texas. If not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified extend and show total.
- (12) The City may hold bids **60 days** after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.
- (13) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (14) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.
- (15) The bidder agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (16) **Bidder shall carefully examine the bid forms, general terms and conditions, and specifications.** Should the bidder find discrepancies in, or omissions from bid forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, ((956) 580-8667) and obtain clarification by addendum prior to submitting any bid.
- (17) **BILLING AND PAYMENT INSTRUCTIONS:**
 - Invoices must include:
 - a. Name and address of successful vendor
 - b. Name and address of receiving department or official
 - c. Purchase Order Number (if any)
 - d. Notation - **"Right-of-Way Mowing & Maintenance Services"**
 - e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days found. No other method of payment will be considered.

- (18) Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.

(19) The bidder is specifically advised that the bid must be accompanied by a bid bond from a reliable surety company licensed to operate in the State of Texas, totaling five percent (5%) for each total line item amount of the bid, as a guaranty that if awarded the bid, the bidder shall meet all specification requirements and delivery date(s). A certified cashier's check will be allowed in lieu of a bid bond for five (5%) for each total line item amount.

- a) Bidder's failure to comply with specification requirements and delivery date(s) shall forfeit the check(s) or bid bond(s) as identified in this paragraph of these general terms and conditions to bidders. Such check(s) or bid bond(s) will be returned to all except three lowest bidders within ten(10) business days after opening of bids, and the remaining check(s) or bid bond(s) to exclude the successful bidders will be returned promptly after an official awarded of contract.
- b) Certified cashier's check or bid bond from a reliable surety company of the awarded bidder shall be returned upon receipt of final delivery/acceptance of said goods or services along with payment/performance bond(s) by the Owner. If no award has been made within (60) days after opening of bids, check(s) and/or bid bond(s) will be returned accordingly.

(20) The geographical location(s) of bidder's facilities referenced **"Right-of-Way Mowing & Maintenance Services"** given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.

(21) Bidders are advised that any part of the specifications that are not met within the time of completion/delivery regardless of how major or minor it might be shall be grounds for none acceptance of delivery and forfeiture of bid bond.

(22) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.

(23) **LIQUIDATED DAMAGES FOR DELAY:** And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR'S total compensation, the sum of one hundred fifty dollars per day Dollars \$150.00/day as stipulated damages for such delay.

(24) Bidders must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

(25) **Bidders are advised that they must be in compliance with the below mentioned law:**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Mission not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

(26) **Insurance Requirements for Supply/Services and/or Construction:**

(a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

- Contractual Liability covering Contractor's obligations herein
- Personal Injury Advertising Liability
- Medical Payments
- Fire Damage Legal Liability
- Broad Form Property Damage
- Liability for Independent Contractors

(b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;

(e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

(f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission
Crissy Cantu, Buyer
1201 E. 8th Street
Mission, TX 78572
Bid # 17-050-12-12

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

(l) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.

(m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(27) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(28) Termination of Contract: The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractor's performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

City Of Mission

Scope of Services

Bid Name/No.: “Right-of-Way Mowing & Maintenance Services” / 17-050-12-12

- I. Scope of Work:** The City of Mission is accepting bids for Right-of-Way Mowing & Maintenance Services on various streets and highways within the City Limits of Mission.
- II. Scope of Service:** The following scope of service describes Right-of-Way Mowing & Maintenance Services services and requirements to comply with the service. Service will be coordinated with the Parks and Recreation Department for proper scheduling. Some weekend work may be scheduled. The City shall not be responsible for overtime costs. Unit bid prices shall apply to all work regardless of when performed.

ROADSIDE MOWING

III. Equipment.

- A. Mowers.** Provide rotary mowers (out-front / zero turn type mowers) equipped with sharp blades to cleanly cut vegetation and with deflection devices to prevent flying debris ejected by the mowers. Engines must be with manufacture approved mufflers to reduce noise emissions.
- B. Emblems.** Provide slow-moving vehicle emblem affixed to rear of mowers.
- C. Warning Lights.** Provide highly visible omni-directional amber flashing warning lights on work trucks.
- D. Trimmers.** Provide rigid or string line trimmers for hand trimming.
- E.** Pruning tools should be maintained in a good working order with sharp edges.
- F.** Disinfecting of equipment: All mowing and pruning equipment shall be disinfected before commencing work at any site under this contract if diseased plants have been cut or trimmed with that equipment within 3 days of entering the site. Disinfectant shall be 100% bleach, applied by spraying the blade(s) and underside of cutting decks and/or all pruning tools.
- G.** Contractor shall provide at his expense such personal safety equipment for all personnel working at each site that is normally found in “best practice”. This shall include but not be limited to eye, ear, skin, and head protection.

IV. Work Methods.

A. Requirements.

- Set mower cutting height 2.5 in. – 3 in. based on turf type. Possible irregularities in mowing conditions or growing season. All equipment and blades must be set the same height to produce an even cut and appearance.
- All grass clippings shall be mulched. No piles of grass clippings will be allowed to remain on the lawn or turf after mowing operations.
- Special care shall be taken to prevent clippings and debris from being directed into irrigation canals, storm water detention areas, gutters or storm sewer inlets.
- Perform mowing sequence as directed or as approved.
- Any suspected disease or insect problem shall be reported immediately to the City’s Representative and treated by Contractor, at Contractor’s expense.
- Do not mow wet ground when rutting can occur, unless otherwise approved. Contractor shall otherwise be responsible for correction of any damage at his/her own expense and shall immediately repair any such damage.
- Do not mow designated non-mow areas. Areas mowed without approval from the City will be the sole responsibility of the contractor.
- Uneven cuts, scalping and varying heights of lawn areas will be considered unsatisfactory to City Standards. Contractor will be given one written notice for each occurrence. If problem re-occurs, penalty for non-performance will be deducted accordingly, in order to offset the cost of the City to correct unsatisfactory work.

- Immediately remove debris ejected onto the roadway, sidewalks, ramps, driveways, parking lots, trails, or planting beds after each mowing.
- Hand-trim around fixed objects (ie. Trees, shrubs, irrigation valves, road signs, and telephone poles) within mowed area. Complete hand trimming on each site within 24 hr. of mowing. Do not damage trees or shrubs. String line trimmers are **NOT** to be used within 6” of the tree or shrub trunks. Chemical edging is allowed around trees, large shrubs, backflow devices and fencing, but not along edges such as walks and curbs or sprinkler heads. Herbicides may be used to prevent plant growth in any cracks in sidewalks, trails or within paved areas.
- Restore appurtenances damaged by mowing operations.
- Mowing services will be done approximately at a bi-weekly schedule of twenty-six (26) times per year in accordance with the allotted acreage shown in the plans. Additional services will be at the discretion of the City and at the unit cost per line item. Pending seasonal growth or dormancy cycles of turf, or special events; mowing may increase or decrease and will be billed accordingly. Prior to increase or decrease in services; a written work order will be provided by City Staff.

B. Mowing Types.

1. Strip Mowing.

- Mow a strip of vegetation along edge of pavement or unpaved shoulder.
- Mow to provide sight distance at horizontal curves, intersections, driveways, and ramps.
- Mow to right of way line where specified.
- Mow around appurtenances within the strip width.
- Mow entire right of way under bridges and in drainage channels.

2. Full-Width Mowing. Mow vegetation in the entire right of way, except for non-mow areas, as specified on plans.

3. Spot Mowing. Work requests are made on a callout basis. Begin mowing designated areas within 48 hr. of notification.

4. Measurement. This Item will be measured by 1,000 square feet.

A. Strip and Full-Width Mowing. “Strip Mowing” and “Full-Width Mowing” are plans quantity measurement items. The quantity to be paid is the quantity shown on plans. Additional measurements or calculations will be made if adjustments of quantities are required.

B. Spot Mowing. “Spot Mowing” will be measured by 1,000 square feet mowed.

C. Pesticide Applications:

- Contractor must be licensed to commercially apply pesticides by either the Texas Department of Agriculture or the Texas Structural Pest Control Board and follow all applicable regulations. A copy of the license of the individual that will apply or directly oversee pesticide applications must be current from date of award of contract until the expiration of the contract.
- All pesticide applications must be made according to the manufacturer’s recommendations and by or under the immediate supervision of the license holder. Coordination of sprinkler schedules so that sprayed material is not washed off plants.

D. Landscape Bed Maintenance:

- Landscape bed maintenance shall include all work necessary to maintain planting bed areas and plants in a healthy, weed disease and insect free condition.
- Ground covers shall be edged and trimmed so that they remain within the area defined by the landscape edging or intent of design.
- Shrubs shall be trimmed and shaped according to according to natural characteristics and standard cultural practices specific to each species. City representative will provide on-site training if and when required.
- Pre-emergent herbicides shall be used at Contractor’s expense to prevent unwanted plants from landscape beds.

E. Tree Maintenance:

- All tree suckers shall be continually removed from trees by cutting and not by pulling. Sucker growth shall be kept clean at all times.
- Trim trees as needed to remove dead or unsightly growth allowing for a minimum of an eight (8) foot clearance. Keep canopy lifted to allow for pedestrians and or vehicles.
- All palm trees with a minimum of an eight (8) foot trunk height are the responsibility of the Contractor to maintain. Dead or dying palm fronds are to be trimmed flush to the tree trunk on a “2 to 10 o’clock” type pattern for “fan type palms” and a “3 to 9 o’clock” type pattern for Sabal Texana Palms under the direction of City Staff.

LITTER REMOVAL

A. Description: Removal and disposal of litter. All litter and debris must be collected, removed, and disposed of properly from the project sites prior to each mowing cycle and then immediately following the actual mowing and trimming. This is to retrieve any litter missed at the first time and cut into smaller pieces by the mower. Litter includes matter not part of the highway, streets or median facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, tires, auto parts, furniture, mattresses, household appliances, and large bulky items.

B. Materials: Furnish bags, containers and labor.

C. Equipment: Provide equipment and tools. Provide highly visible omni-directional amber flashing warning lights on work vehicles. Provide equipment that prevents the accumulated debris from being strewn along the roadway during transport.

D. Work Methods: Remove bagged litter on the same day it is collected. Do not remove dead animals larger than 150 lb. or hazardous materials; instead notify the *Parks & Recreation Department*. Dispose of litter off the right of way in accordance with federal, state, and local regulations. Perform litter removal and disposal according to the following types.

- Litter:** Remove and dispose of litter from the right of way, including shoulders but excluding the traveled lanes and shoulders next to barriers, to the limits shown on the plans.

The Cost of trash and debris pick-up is to be included in each line item price.

E. Special Conditions:

- Contractor shall advise the City by telephone, immediately upon discovery and in written form within 24 hours, of any obvious irrigation problems. This shall include but not limited to broken sprinkler heads, leaks, breaks, wet spots missing valve box covers and dry spots. Any irregularities in lawn or landscape bed areas due to construction damage or auto accidents must also be immediately reported.
- City will notify Contractor as soon as possible of any Special Events, such as outdoor festivals, parades, or such. Contractor shall adjust work schedules as necessary.

F. Safety and Damage:

- If traffic or pedestrian levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If Contractor fails to cease work on his/her own judgement, the City shall have the right to halt the Contractor’s work.
- Contractor shall take adequate safety precautions. He/She shall coordinate all work with the City and shall place warning signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices, where applicable.
- Contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City.
- Contractor shall exercise care so as to avoid damage to trees, shrubs, sprinklers, utilities and other amenities within the project site. Damage must be corrected or repaired by the Contractor at his/her expense or may be performed by the City and the costs for such repairs deducted from payment. All repairs must be completed within five (5) days from date of damage.
- Turf, trees, or shrubs that are damaged or killed due to Contractor’s operations, negligence, or application of pesticides must be reported in writing and replaced at Contractor’s expense.

- Contractor shall answer emergency or complaint calls within two (2) hours and corrective action shall be complete within eight (8) hours.

G. Site Conditions:

- Contractor shall become familiar with each site and location of all plant materials. He should know the location of all irrigation meters and valves so that irrigation systems can be turned off if and when damage occurs. The Contractor shall notify the City in writing at the beginning of the contract of any conditions that do not meet the intended standards of care as outlined in these specifications.

X. SIGNING AND TRAFFIC CONTROL PLAN

The CRP will comply with the Manual on Uniform Traffic Control Devices. Signs, sign stands and safety flags required to protect the traveling public shall be furnished by the CRP. The CRP will be responsible for the maintenance, repairs and replacement of all signs, and flags.

XI. Termination and Abandonment:

A. Termination and Default: If the Contractor fails to perform under the terms of this agreement, the City will provide written notice to the Contractor. If such default is not remedied within ten (10) days, the City may terminate the agreement immediately for default and shall give the Contractor written notice of its termination. Such failure to perform includes, but is not limited to, failure to operate in a reasonable manner or during reasonable hours, failure to respond to requests to mow, failure to pick up litter and violations for the misuse of pesticides on the project. In the event of termination for default, the City shall have against the Contractor all remedies provided by law and equity. Bidders are advised that if they are placed on notice for poor performance and such performance is not remedied within the time frame allotted, vendor may be penalized for a percentage (%) of non-performance requiring invoicing to be adjusted accordingly. Continued non-performance shall lead to termination of contract.

B. Termination without Default: This agreement may be terminated by the City of Mission at any time. Termination will be in written form allowing a 30-day notice.

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Bidding Certification
Bid Name/No.: "Right-of-Way Mowing & Maintenance Services"/ 17-050-12-12

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: _____
Company Name: _____
Signature: _____
Title: _____

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed bid.

**City Of Mission
Pricing Schedule
Bid Name/No.: "Right-of-Way Mowing & Maintenance Services"/ 17-050-12-12**

For any questions directly regarding the **"Right-of-Way Mowing & Maintenance Services"/ 17-050-12-12**, please call or email:

Crissy Cantu, Buyer: ccantu@missiontexas.us
Telephone: (956) 580-8667

NOTE:	For invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposal terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits. Bids must be submitted on all quantities specified on this schedule.
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The Offeror is required to Sign and Date Each Page of the Schedule
Submit All Pages with the Offer.

MOWING & TRIMMING SERVICES

Contract	Location	Est. Area (1,000 sq. ft.)	Total Price Per Cycle	Cycles/Yr	Total Cost Per Year
A	Anzalduas Hwy	376.646		26	
A	Bus Hwy 83	754.303		26	
A	Conway Ave	340.052		26	
A	Glasscock Ave	3.889		26	
A	Griffin Pkwy	170.19		26	
A	Holland Ave	0.95		26	
A	Mile 2 North	184.976		26	
A	Shary Road	0.407		26	
A	Stewart Road	3.716		26	
A	Landscape Bed Maintenance on Bryan Road	42.765		12	
	Grand Total Contract "A"				
B	Augusta	10.974		26	
B	Bryan	15.618		26	
B	Francisco	20.332		26	
B	Glasscock	114.414		26	
B	Holland Ave	77.645		26	
B	Inspiration	95.659		26	
B	Kika Loop	62.449		26	
B	Los Ebanos	30.332		26	
B	Mayberry	32.099		26	
B	Mile 1 South	136.021		26	
B	Shary Road	106.321		26	
B	Stewart Road	113.296		26	
B	US Exp 83	20.188		26	
	Grand Total Contract "B"				

**City of Mission
Addenda Checklist
Bid Name/No.: "Right-of-Way Mowing & Maintenance Services/ 17-050-12-12**

Bid of: _____
(Bidder Company Name)

To: City of Mission

Ref.: "Right-of-Way Mowing & Maintenance Services"/ 17-050-12-12

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges receipt of the following Addenda to the captioned RFB (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Bidder: _____

By: _____

(Authorized Signature for Bidder)

Name: _____

Title: _____

Date: _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____
 Signature: _____ Date: _____
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date