

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

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

**1. BID NO.:** 18-241-06-22  
**2. ISSUE DATE:** June 08, 2018  
**3. FOR INFORMATION CONTACT:** (No collect calls)  
**NAME:** Crissy Cantu, Buyer  
**TELEPHONE:** (956) 580-8667 **FAX:** (956) 580-8798  
**E-MAIL:** [ccantu@missiontexas.us](mailto:ccantu@missiontexas.us)

**4. BRIEF DESCRIPTION:**

**Palm Tree Trimming Services**

**5. PRE-BID CONFERENCE/GENERAL CONTRACTORS MEETING:**  
*( Highly Recommended )*  
**\*\*\* There will be a conference. \*\*\***  
**LOCATION:** City of Mission  
**City Hall**  
 1201 E. 8<sup>th</sup> Street  
 Mission, TX 78572  
**DATE:** Friday, June 15, 2018  
**TIME:** 10:00 AM CST

**6. ADVERTISING DATES:**  
 1<sup>st</sup> Week of Advertisement Date: \_\_06\_\_/\_08\_\_/\_18\_\_  
 2<sup>nd</sup> Week of Advertisement Date: \_\_06\_\_/\_15\_\_/\_18\_\_

**7. SUBMIT OFFER TO:**

Mailing/Hand/Commercial Courier Delivery  
**City of Mission**  
**Purchasing Department**  
 1201 E. 8<sup>th</sup> Street R101  
 Mission, TX 78572  
 Bid # 18-241-06-22

**8. OFFER SUBMISSION DUE DATE AND TIME:**

**DATE:** June 22, 2018  
**TIME:** 2:00 PM CST

**9. 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.

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

**11.** 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.

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

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

**OFFER**  
(To be completed by Offeror)

**14.** In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, 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.

**15. BIDDERS NAME, ADDRESS:** (Type or Print)

  
  
  
  
  
  
  
  
  
  
  

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

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

**17. BIDDERS SIGNATURE & DATE:**

**AWARD**  
(To be completed by City of Mission)

**18. TOTAL ESTIMATED AMOUNT OF AWARD:**

**19. 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 of Bid  | YES                |
|   |                                   | Delivery Terms   | YES                |
|   |                                   | Insurance Certificate  | NO                 |
| ● | Non-Collusive Bidding Certificate | Vendor Acknowledgement Form  | YES                |
| ● | Pricing Schedule                  | Signed and Completed   | YES                |
| ● | Specifications/Scope of Work      | Description of Palm Tree Trimming Service  | YES                |
| ● | Addenda Checklist                 | Confirmation Receipt of Addendum(s)  | YES                |
| ● | Bidder's General Questionnaire    | General Questions (Supporting Documentations)  | YES                |
| ● | CIQ Questionnaire                 | Conflict of Interest Questionnaire   | YES                |

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

**\*\*\*Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid \*\*\***

**City of Mission**  
**Instructions to Bidder – General Terms & Conditions**  
**Bid Name/No.: Palm Tree Trimming Services/ 18-241-06-22**

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 **“Palm Tree Trimming Services”** be provided as specified.

- (1) Sealed bids will be received for **“Palm Tree Trimming 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” – “Palm Tree Trimming Services- Bid No. 18-241-06-22” and delivered to City of Mission Purchasing Department, 1201 East 8<sup>th</sup> Street, Mission, Texas 78572 on or before 2:00 p.m., Friday, June 22, 2018. 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) Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be peculiarly interested in or benefited directly or indirectly as a result of this contract.

(5) Covenant Against Gratuities

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

(6) Preparation of Bids

(a) Bidders are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of bids. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. Bids shall be submitted on the bid form contained in the solicitation. Bidders shall sign and print or type their name on the bid form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the bidder (other than an officer or a partner of the bidder) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the City).

(c) All blanks on the bid form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items bid. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the bid form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the bid may be a basis for rejection of the bid as nonresponsive.

(e) The bidder must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(7) Submission of Bids

(a) Bids and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Buyer of the City of Mission at the address specified in the solicitation. The bidder shall show the hour and date specified in the solicitation for receipt of bids, the solicitation number, and the bidder's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of bids.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the bidder's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietorship, a corporation, or any other legal entity. A bid for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

(8) Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach bidders before the submission of bids. **Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of bid.** Oral explanations or instructions given before the award of any contract, at any pre-bid conferences or otherwise, will not be binding on the City. Any information given to a bidder concerning an interpretation of the solicitation will be furnished to all bidders as an addendum to the solicitation, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders.

(9) 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.*

(10) 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.

(11) 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.

(12) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.** Contractors are not tax exempt.

(13) 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.

(14) Evaluation and Basis for Award

(A) One Award

One contract award is anticipated under this solicitation. Multiple contract awards shall not be made. It is the intent of the City of Mission to award the bid to the lowest responsive and responsible bidder or to the bidder who provides goods or services at the best value for the municipality. Upon the City's issuing an award of this bid, this bid shall be countersigned by an authorized representative of the City which will result in a binding contract without further action by either party.

(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.

(C) 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."

(D) Change Order

The City of Mission reserves the right to make changes in plans or specifications or to decrease or increase the quantity of work to be performed or materials equipment or supplies to be furnished. Change orders at the sole discretion of the City of Mission. The original contract price may not be increased by more than 25%. The original contract price may not be decreased by more than 25% without the consent of the contractor.

(A) Award of Contract

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
  - 1) the purchase price;
  - 2) the reputation of the bidder and of the bidder's goods or services;
  - 3) the quality of the bidder's goods or services;
  - 4) the extent to which the goods or services meet the municipality's needs;
  - 5) the bidder's past relationship with the municipality;
  - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
  - 8) any relevant criteria specifically listed in the request for bids or proposals.

(15) 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 **"Palm Tree Trimming Services"** off contract. The contractor will be liable for any increase in cost incurred due to defaulting for **"Palm Tree Trimming 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.

(16) 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.

- (17) 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.
- (18) 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.
- (19) The bidder agrees to indemnify and save harmless the City, the Purchasing Agent and any representatives 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.
- (20) **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.

(21) 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 - **“Palm Tree Trimming 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.

- (22) 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.
- (23) 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.
- (24) The geographical location(s) of bidder’s facilities referenced **“Palm Tree Trimming Services”** given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.
- (25) 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.

- (26) 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.
- (27) **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.
- (28) 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.
- (29) **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](http://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.

**(30) 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. 8<sup>th</sup> Street  
Mission, TX 78572  
Bid # 18-241-06-22

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.



**(31) 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**(32) 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.

**(33) Appeal Process**

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission  
1201 E. 8<sup>th</sup> Street, Room R-101  
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

**City Of Mission**  
**Scope of Services**  
**Bid Name/No.: “Palm Tree Trimming Services” / 18-241-06-22**

- I. Scope of Work:** The City of Mission is accepting bids for Palm Tree Trimming Services on city owned properties within the City Limits of Mission.
- II. Scope of Service:** The following scope of service describes Palm Tree Trimming 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.

This work will consist of the trimming and skinning of palm trees and the disposal of all palm fronds and debris associated with the trimming of palm trees on and within City owned properties *ie: Parks, City Facilities and Right of Ways* in accordance to the following specifications. Attached you will find a listing of all locations, quantities and palm types. Trimming of palms is to scheduled to start on July 17, 2017, and to be completed by August 17, 2017.

**III. Requirements**

- Trimming of palms is to be accomplished thru use of a bucket truck or similar means unless otherwise allowed by City Staff Representative. Use of climbing spikes is prohibited.
- Mission Parks Staff will identify palms to be trimmed prior to start of work at each location.
- Pricing is to be determined by price per location. Price separately trimming only with option to skin as noted.
- Washingtonia Robusta Palms will be trimmed and “skinned” to within three (3) feet of the first live frond unless otherwise requested and noted on inventory list. Washingtonia Robusta Palms will be trimmed to that of a “2:00 o’clock / 10:00 o’clock” fashion
- Sabal Texana Palms will not be required to be skinned unless otherwise requested per location. Sabal Texana Palms will be trimmed to a “3:00 o’clock / 9:00 o’clock” fashion.
- Contractor is to provide a proposed weekly trimming schedule and a weekly log as to number of locations complete.
- At owner’s discretion, certain locations may be omitted and option may also be to trim certain palms and choose not to “skin”.
- Palm trimmings gathered from this contract are to be disposed of at City Brush Collection Area located at 105 Abalino Farias St. at no additional charge to the contractor. Prior to disposal, arrangements are to be made daily between contractor and Mission Parks Staff.
- Guidelines with regards to signage and traffic control set forth by Texas Department of Transportation must be followed at all times by Contractor.

**IV. Safety and Damage**

- If traffic or pedestrian levels are such that trimming trees in any given 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.
- Contractor shall answer emergency or complaint calls from City of Mission within two (2) hours and corrective action shall be complete within eight (8) hours.

**V. Site Conditions:**

- Contractor shall become familiar with each site. He/She 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.

**VI. 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.

**City Of Mission**  
**Vendor Acknowledgment Form - Non-Collusive Bidding Certification**  
**Bid Name/No.: "Palm Tree Trimming Services"/ 18-241-06-22**

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 or 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.: **"Palm Tree Trimming Services" Bid # 18-241-06-22**

I/WE submit the following bid for Palm Tree Trimming Services according to City of Mission specifications. It is understood that the number of Palm Tree Trimming Services mentioned are based on historical usage and is provided as an aid to assist bidders in providing the City of Mission with the best price possible. Actual usage may vary up or down during the course of this contract period.

**IT IS THE CITY OF MISSION’S INTENT TO ISSUE A BLANKET PURCHASE ORDER TO AWARDED VENDOR. CITY OF MISSION STAFF WILL THEN CALL IN PARTIAL ORDERS UNTIL THE QUANTITY AND/OR DOLLAR AMOUNT IS EXHAUSTED.**

For any questions directly regarding the **"Palm Tree Trimming Services - Bid No. 18-241-06-22"**, please call or email:

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

| No.                     | Estimated Qty. | UOM  | Item Description<br>Trimming & Skimming of<br>Palm Trees | Unit Price<br>Per Each | Total Extended<br>Price |
|-------------------------|----------------|------|--|------------------------|-------------------------|
|                         |                |      | <b>Washington Robusta</b>                                |                        |                         |
| 1.                      | 417            | Each | Trimmed  | \$ _____               | \$ _____                |
| 2.                      | 35             | Each | Trimmed and Skinned                                      | \$ _____               | \$ _____                |
|                         |                |      | <b>Sabal Texana</b>                                      |                        |                         |
| 1.                      | 94             | Each | Trimmed  | \$ _____               | \$ _____                |
| <b>Total Sum Price:</b> |                |      |  |                        | \$ _____                |

Renewal Terms: The City of Mission shall reserve the option to renew this contract for an additional two (2) consecutive, one (1) year periods at the end of the one year base service period. A bidder may offer a fixed maximum percentage of escalation for each of the one year options. The base term of this contract shall be for one (1) year base from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation applicable to all price line items as follows:

\*\* \_\_\_\_\_ % 1<sup>st</sup> year renewal total option term

\*\* \_\_\_\_\_ % 2<sup>nd</sup> year renewal total option term

CITY OF MISSION  
**PRICING SCHEDULE**

BID NAME/NO.: "Palm Tree Trimming Services" Bid # 18-241-06-22

**\*IF NO PERCENTAGE OF ESCALATION IS INCLUDED A ZERO PERCENTAGE WILL BE ASSUMED.**

Company Name: \_\_\_\_\_  
Owner or President Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID or SS# Number: \_\_\_\_\_

\_\_\_\_\_  
\*Company Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative's Name (Please Print)

\_\_\_\_\_  
Company Representative's Title

\*Signature on this form indicates agreement with "Instructions to Bidder-General Terms and Conditions, Pricing, and Specifications"

**City of Mission  
Addenda Checklist  
Bid Name/No.: "Palm Tree Trimming Services/ 18-241-06-22**

**Bid of:** \_\_\_\_\_  
(Bidder Company Name)

**To:** City of Mission  
**Ref.:** "Palm Tree Trimming Services"/ 18-241-06-22

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 with the bid/proposal, as 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 owners, officers and directors for corporations, partners for partnerships, and ventures for joint ventures sole proprietors (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

**CITY OF MISSION  
SPECIFICATIONS**

**BID NAME/NO.:**

**Palm Tree Trimming Services /  
18-241-06-22**

**“See Attached Palm Tree Locations”**

| Parks                        | Address                     | Washingtonia Robusta   | Sabal Texana |
|------------------------------|-----------------------------|------------------------|--------------|
| Alex D. Gonzalez Park        | 2610 W. Expressway 83       | 8 Trimmed              |              |
| Bannworth Park               | 1822 N. Shary Rd.           | 3 Trimmed              |              |
| Bannworth Pool               | 1822 N. Shary Rd.           | 8 Trimmed              |              |
| Bannworth Gym                | 1822 N. Shary Rd.           | 3 Trimmed              |              |
| Bentsen Palm Community Park  | 1801 S. Inspiration Rd.     | 41 Trimmed             |              |
| Birdwell Park                | 2400 N. Steward Rd.         | 38 north&west side     |              |
| CWV Park                     | 115 South Mayberry          | 1 Trimmed              |              |
| Hollis Rutledge Sr. Park     | 3404 N. Inspiration Rd.     | 15 Trimmed             |              |
| Jaycee Park                  | 974 N. Los Ebanos Rd.       | 28 Trimmed             |              |
| Lions Park                   | 1308 E. Kika De La Garza Lp | 6 Trimmed              |              |
| Los Nogales Park             | 3300 Santa Fe               | 10 Trimmed             |              |
| Mission Sports Complex       | 3930 Plantation Grove       | 38 parking lot Trimmed | 8 Trimmed    |
| Mission Sports Complex       | Inside Ball Park            | 10 Trimmed             |              |
| Nell Tolle Park              | 1119 Adams Ave.             | 20 Trimmed             |              |
| Norberto 'Beto' Salinas Park | 115 E. Los Indios Rd.       | 7 Trimmed              |              |
| Oblate Park                  | 1115 St. Marie Ave.         | 1 Trimmed              |              |
| Ruben Hinojosa               | 4201 Los Indios Pkwy        | 7 Trimmed              |              |

| Facilities             | Address                 | Washingtonia Robusta | Sabal Texana |
|------------------------|-------------------------|----------------------|--------------|
| City Hall              | 1201 E. 8th St.         |                      | 18 Trimmed   |
| Police Department      | 1200 E. 8th St.         | 41 Trimmed           | 15 Trimmed   |
| Central Fire Station   | 415 W. Tom Landry St.   | 2 Trimmed            |              |
| Fire Station #4        | 3408 N. Inspiration Rd. | 2 Trimmed            |              |
| Henry Cuellar's Office | 117 E. Tom Landry Rd.   | 9 Trimmed            | 1 Trimmed    |
| Museum Annex           | 200 E. Tom Landry Rd.   | 1 Trimmed            |              |
| Citrus Fiesta Office   | 220 E. 9th St.          | 9 Trimmed            |              |
| Access To Public Works | 2801 North Holland      | 19 Trimmed           |              |

| R.O.W.'s                           | Washingtonia Robusta | Sabal Texana |
|------------------------------------|----------------------|--------------|
| Conway Street Scape                | 5 Trimmed            |              |
| Bougainvillea Blvd                 | 9 Trimmed            |              |
| Bryan Rd. at Expressway 83         | 1 Trimmed            |              |
| Bryan Rd. at Bus. Hwy 83           | 15 Trimmed           |              |
| Inspiration at Expressway 83       | 19 Trimmed           |              |
| Highway 83 West Entrance           | 14 Trimmed           |              |
| Highway 83 East 100-1200 blocks    | 27 Trimmed           |              |
| Highway 83 Taylor Rd. to Bryan Rd. | none                 | 52 Trimmed   |
| Low Ebanos @ Expressway 83         | 35 Trimmed & Skinned |              |