

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

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

1. BID NO.: 19-239-07-08
2. ISSUE DATE: June 20, 2019
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Crissy Cantu, Purchasing Buyer
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:

Weedy Lot Abatement

5. PRE-BID CONFERENCE:
(Highly Recommended)
****** There WILL be a conference. ******
LOCATION: City of Mission
 1201 E. 8th Street
 Mission, TX 78572
DATE: June 27, 2019
TIME: 10:00 AM CST

6. ADVERTISING DATES:
 1st Week of Advertisement Date: __06__ / __20__ / __19__
 2nd Week of Advertisement Date: __06__ / __27__ / __19__

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

**City of Mission
 Purchasing Department**
 1201 E. 8th Street R101
 Mission, TX 78572
 Bid # 19-239-07-08

8. OFFER SUBMISSION DUE DATE AND TIME:
DATE: July 8, 2019
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
		Delivery Terms	YES
		Insurance Certificate	NO
●	Specifications/Scope of Work	Description of Weedy Lot Abatement	YES
●	Schedule of Subcontractor(s)/Subconsultant(s)	Attachment #1	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form (Signed & Executed)	YES
●	Pricing Schedule	Signed and Completed (Signed & Executed)	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s) (Signed & Executed)	YES
●	Disclosure of Interested Parties	Certificate of Interested Parties (Signed & Executed)	YES
●	Bidder's General Questionnaire	General Questions (Supporting Documentations) (Signed & Executed)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire (Signed & Executed)	YES

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.)				

*****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.: Weedy Lot Abatement/ 19-239-07-08

Please read your scope of service thoroughly and be sure that the offered complies with all requirements. Any variation from the scope of service will not be allowed. If you are the successful bidder, it will be required that **“Weedy Lot Abatement”** be provided as specified.

- (1) Sealed bids will be received for **“Weedy Lot Abatement”** in accordance with the scope of service 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 the scope of service.
- (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” – “Weedy Lot Abatement- Bid No. 19-239-07-08” and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., Monday, July 8, 2019. 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) 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

(B) Item Pricing/Potential Multiple Awards

Offerors may provide pricing for any one or more-line items on price schedule. Award of contract shall be made on an item-by-item basis. As such, multiple contract awards may be made. The City reserves the right to have a pool of contracts.

(C) Unit and Extended Pricing

Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at "No Cost," enter "No Cost" in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the price schedule. In the event of discrepancies in extended price, unit prices will govern. Bids subject to unlimited price increase will not be considered.

- (11) 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 **"Weedy Lot Abatement"** off contract. The contractor will be liable for any increase in cost incurred due to defaulting for **"Weedy Lot Abatement"**.
 - 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.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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.
- (17) **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.

(18) 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 - **“Weedy Lot Abatement”**
- 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.

- (19) 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.
- (20) The geographical location(s) of bidder’s facilities referenced **“Weedy Lot Abatement”** given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.
- (21) 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.
- (22) **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 two hundred dollars per day Dollars \$200.00/day as stipulated damages for such delay.
- (23) 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.
- (24) 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.

- (25) 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
Eduardo Belmarez, Purchasing Director
1201 E. 8th Street
Mission, TX 78572
Bid # 19-239-07-08

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.

(26) 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 contractors 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.

(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) 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:

Eduardo Belmarez, Purchasing Director
City of Mission
1201 E. 8th 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.: “Weedy Lot Abatement”/ 19-239-07-08

- I. Scope of Work:** The City of Mission is accepting bids for Weedy Lot Abatement services.
- II. Scope of Service:** The following scope of service describes the requirements and procedures in order to perform the service. Service will be coordinated with the Planning Department for proper scheduling. Some weekend work may be scheduled. The City shall not be responsible for overtime costs. Bid prices shall apply and remain firm to all work regardless of when performed.
- The Contractor is to provide all supervision, labor materials, supplies, tools and equipment necessary for the cleaning and clearing, loading and disposal of all trash, debris, rubbish, organic debris, municipal solid waste, special waste and tires. The Contractors shall mow all grasses, weeds and underbrush.
 - It is the intent of this scope of service to define a fixed-price cost for mowing, as well as the pick-up and removal of trash, debris, rubbish, organic debris, municipal solid waste, special waste and tires. These items for pick-up may be on public or private properties within the City of Mission.
 - The City reserves the right to enforce new regulations applicable to the contract, as needed, as a result of administrative, policy or ordinance changes.

III. Contractor Work Plan with Inspections

- Work orders assigned to Contract Areas must be picked up by the Contractor within two (2) business days after issuance of a notice from the Code Enforcement Division. Unless an exception is granted or an amended work order is issued by the City, the Contractor shall complete the work within ten (10) working days. Work Orders will identify which category each property is considered for processing and invoicing.
- Contractor is to have at a minimum two (2) three (3) man crews assigned to perform Weedy Lot Abatement Services.
- **Contractor is to provide before and after pictures in color, of the entire area to be serviced. Before picture should include property address on a marker board & yard stick showing the height of weeds or grass prior to mowing.**

IV. Equipment

- A. Mowers.** Provide either rigid-frame or batwing rotary mowers equipped with sharp blades to cleanly cut vegetation and with deflection devices to prevent flying debris ejected by the mowers, unless otherwise shown on the plans. Do not use rigid-frame mowers wider than 9 ft. in cutting width.
- 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 tractors and work trucks.
- D. Trimmers.** Provide trimmers for hand trimming.

V. Work Methods.

A. Requirements.

- Set mower cutting height 3 in. depending on the work order and the type of terrain.
- All organic cuttings and residuals from mowing shall be on site, returned to the lot and graded accordingly.
- Perform mowing sequence as directed or as approved.
- Do not mow wet ground when rutting can occur, unless otherwise approved.
- Do not mow designated non-mow areas. Areas mowed without approval from the City will be the sole responsibility of the contractor.

- Immediately remove debris ejected onto the roadway. Remove mowed grass from roadway when determined to be a hazard. Contractor must comply with the City's Storm Water Management guidelines to insure that debris and grass clippings are properly disposed.
- Hand-trim around fixed objects within mowed area. Complete hand trimming on each Lot within 24 hr. of mowing. Do not damage trees or shrubs.
- Restore appurtenances damaged by mowing operations.

B. Mowing Types. Full-Width Mowing. Mow vegetation in the entire lot, except for non-mow areas. This includes up to and including adjacent street, ally and/or right-of-way.

VI. Measurement. This Item will be measured by the sq ft.

A. Full-Width Mowing. Full-Width Mowing is a range quantity measurement items. The quantity to be paid is the quantity shown in the price schedule range. Additional measurements or calculations will be made if adjustments of quantities are required.

VII. Payment. The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for each range identified in the price schedule. This price is full compensation for furnishing and operating equipment and for materials, tools, and incidentals.

VIII. Description. Remove and dispose of litter. Litter includes such as trash, garbage, scrap metals, paper, wood, plastic, glass products, rubber products, tires, auto parts, deteriorated furniture, mattresses, household appliances, and large bulky items. Any exceptions to the listed items will be at the sole discretion of the Code Enforcement Officer and the contractor will be responsible for seeking clarification on disposal of private property. Items disposed by the contractor without approval from the City will be at the contractor's expense.

IX. Materials. Furnish bags, containers and labor.

X. Equipment. Provide equipment and tools. Provide equipment that prevents the accumulated debris from being strewn along the roadway during transport.

XI. Work Methods. Remove bagged litter on the same day it is collected. Do not remove dead animals or hazardous materials; instead notify the *Planning Department*. Dispose of litter off the area in accordance with federal, state, and local regulations.

A. Litter. Remove and dispose of litter from the area prior to mowing.

XII. Measurement. This Item will be measured as follows.

A. Litter. Above 3 cubic yards with or without structure for each area serviced. Any litter less than 3 cubic yards will be included as part of the mowing price and will not be paid out as a separate line item.

XIII. Payment. The work performed and materials furnished in accordance with this Item and measured as per cubic yards will be paid for at the unit prices bid for "Litter Removal with or without structure". This price is full compensation for collecting, hauling, and disposing of litter and for equipment, labor, materials, tools, and incidentals.

XIV. Methods of Operation

All mowed grass and/or debris left on pavement and curb and gutter is to be removed by the Contractor.

Adjust mowers for a cutting height of 3"-5".

Where hand trimming is required, the grass will be cut to a height of 3"-5". Hand trimming operations will be conducted along with Mowing operations.

XV. Signing and Traffic Control Plan

The contractor will comply and shall furnish all signs, sign stands and safety flags required to protect the traveling public. The contractor will be responsible for the maintenance, repairs and replacement of all signs, and flags.

XVI. Warranty of Services

If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price. If the Contractor continues to refuse to correct the service and its performance the City reserves the right to move for termination of contract.

CITY OF MISSION
Attachment 1 to General Terms and Conditions - Schedule of
Subcontractor(s)/Subconsultant(s)

Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s) who submit bids/proposals in support of this solicitation. Use additional sheets as needed.

Project Name: "Weedy Lot Abatement" **Solicitation Number:** Bid No: 19-239-07-08

Name of Prime Contractor: _____

NAMES AND ADDRESSES OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	MINORITY OR WOMAN FIRM? (Check all that apply)	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.

Name/Title of Person completing this form: _____

Signature _____ Date _____

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Bidding Certification
Bid Name/No.: "Weedy Lot Abatement"/ 19-239-07-08

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.: "Weedy Lot Abatement"/ 19-239-07-08**

For any questions directly regarding the **"Weedy Lot Abatement- Bid No. 19-239-07-08"**, please call or email:

Crissy Cantu, Purchasing 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.	
<u>The Offeror is required to Sign and Date Each Page of the Schedule</u> <u>Submit All Pages with the Offer.</u>		
ITEM NO.	BASE TERM (ONE YEAR) DESCRIPTION	Unit Price \$
1.	<u>0 to 6,000 Sq. Ft. Lot</u>	
	Mowing Only – With Structure	\$ _____
	Mowing Only – Without Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – With Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – Without Structure	\$ _____
2	<u>6,001 to 10,000 Sq. Ft. Lot</u>	
	Mowing Only – With Structure	\$ _____
	Mowing Only – Without Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – With Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – Without Structure	\$ _____
3	<u>10,001 to 25,000 Sq. Ft. Lot</u>	
	Mowing Only – With Structure	\$ _____
	Mowing Only – Without Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – With Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – Without Structure	\$ _____

	<u>25,001 to 43,559 Sq. Ft. Lot</u>	
	Mowing Only – With Structure	\$ _____
	Mowing Only – Without Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – With Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – Without Structure	\$ _____
4	<u>Per Acre</u>	
	Mowing Only – With Structure	\$ _____
	Mowing Only – Without Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – With Structure	\$ _____
	Debris Removal Above 3 Cubic Yards – Without Structure	\$ _____

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 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:

** _____ % 1st year renewal total option term

** _____ % 2nd year renewal total option term

***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.: Weedy Lot Abatement/ 19-239-07-08**

Bid of: _____
(Bidder Company Name)

To: City of Mission

Ref.: "Weedy Lot Abatement"/ 19-239-07-08

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

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.