



**CITY OF ALVIN
NOTICE TO BIDDERS
BID# B-18-06 MANICURED MOWING SERVICES**

The City of Alvin is now accepting sealed bids for **Manicured Mowing Services**. Forms furnished by the City of Alvin may be obtained without deposit from:

City of Alvin
Office of the City Secretary
216 W. Sealy St.
Mon-Thurs. 7:00 a.m. to 6:00 p.m.
Closed Fridays

The complete bid packet may also be downloaded from the City's website at www.alvin-tx.org.

All sealed bids shall be submitted including one marked original and one (1) duplicate on the original forms and clearly marked with bid number, project title, time and date of bid submittal deadline. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the Office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 until 2:00 p.m. on April 17, 2018.

No late bids will be considered.

The bids will be opened April 17, 2018, at 2:15 p.m. in the Council Chambers at Alvin City Hall, 216 West Sealy Street, Alvin, Texas.

The City of Alvin reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid deemed to provide the best value for the City.

All inquiries about this bid or specifications must be made to Daniel Kelinske, Director Parks and Recreation at 281-388-4290 or dlkelinske@cityofalvin.com.

A walk through of all sites is scheduled for April 11, 2018 at 8:00 a.m. Meet at the Public Service Facility, 1100 W.Highway 6, Alvin, Texas. All potential bidders are required to attend this pre-bid walk through.

PUBLISHED: April 1, 2018
April 8, 2018

Bidder Must Fill In & Sign
Name of Firm, Company



Agent's Name _____

Agent's Title _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____

Fax No. _____

Email address: _____

AUTHORIZED SIGNATURE

BID TITLE: MANICURED MOWING SERVICES
BID NUMBER: B-18-06
BID SUBMITTAL DATE: April 17, 2018 @ 2:00 P.M.

LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID.** SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** SERVICES OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	ITEM AND DESCRIPTION			TOTAL
	MANICURED MOWING CONTRACT, per attached Specifications.			
1	SECTION A: Parks and Right of Way			\$ _____
2	SECTION B: Trust Properties			\$ _____
	GRAND TOTAL			\$ _____

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

TERMS AND CONDITIONS

1. The City of Alvin will accept **sealed bids** Monday through Thursday, 7:00 a.m. – 6:00 p.m. Bids must be received by the OFFICE OF THE CITY SECRETARY before the specified hour and date on the Notice to Bidders. The bids will then be publicly opened and read aloud on the date and time specified on the Notice to Bidders.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, project title, time and date of bid submittal deadline.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Alvin reserves the right to revise or amend the specifications prior to date and time set for submittal of bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Alvin must have at **least** five working days notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the OFFICE OF THE CITY SECRETARY and obtain clarification prior to submitting a bid.
7. Bid offered shall be valid for ninety (90) days from opening date.
8. The City of Alvin is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
9. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**. Authorized signature should appear on each page of the bid, in the space provided.
11. NO substitutions or cancellations permitted without written approval of the City of Alvin.
12. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Alvin reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.
13. Purchase order number should be on an original invoice and sent to the City of Alvin, 216 West Sealy St. Alvin, TX 77511. Attn: Parks and Recreation Department.
14. The City of Alvin shall pay for the service within thirty (30) days of receipt of the invoice or as provided by State Law.
15. The City of Alvin reserves the right to terminate this contract for any reason by notifying the Contractor in writing thirty (30) days prior to the termination of this agreement.

MANICURED MOWING SERVICES

BID NUMBER: B-18-06

SCOPE: The City of Alvin seeks competitive bids on Manicured Mowing Services for the City of Alvin. Contractor shall mow, edge, and trim the sites listed in the bid proposal. The purpose of these specifications is to describe the minimum requirements of the City of Alvin for the annual manicured mowing contract.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded to the lowest priced responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

QUALIFICATIONS OF BIDDERS: The Bidder must be capable of performing each of the various items of work bid upon. Each Bidder shall submit with the proposal a statement listing equipment available for the work being bid upon. In determining the best value to the City, the following elements will be considered. Whether the Bidder:

1. Maintains a permanent place of business;
2. Has adequate equipment in good working condition to work properly and expeditiously;
3. Has suitable financial status to meet obligations incidental to work, and upon request, shall be prepared to furnish financial statement; and
4. Has appropriate technical experience.

REFERENCES: Bidder shall provide a list of a minimum of three (3) customers to whom Bidder has performed bid services for the last three (3) years. "Attachment A – References" is attached for Bidder's convenience and shall be returned with the Invitation to bid.

STANDARD OF PERFORMANCE: The contractor shall perform all services under this Agreement in accordance with the standards and codes of the approved regulations by the governing agency.

CHANGES: Proposed facilities and frequency schedules of service are and may be subject to additions and/or deletions. The City of Alvin reserves the right to increase or decrease facilities and frequency schedules of service during the entire term of this contract.

NON-FUNDING CLAUSE: **The City of Alvin's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Alvin reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.**

CONTRACT PERIOD: This is an annual contract for the period of one (1) year, from **October 1, 2018, through September 30, 2019.** This contract may be renewed under the same terms and conditions for up to (3) successive one-year periods for a total of four (4) years, upon the agreement of the parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Bidder for such services. The City of Alvin may terminate extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE A CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE

CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Brazoria County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Alvin.

CONTRACT TERMINATION: The City of Alvin reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

CONFLICT OF INTEREST: Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at: www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

INVOICE: Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF ALVIN
ATTN: PARKS AND RECREATION DEPARTMENT
216 WEST SEALY STREET
ALVIN, TX 77511

PAYMENT: The City of Alvin shall pay for services within thirty (30) days of receipt of invoice or as provided by State Law.

CITY REPRESENTATIVE: The City's representative for each section is as follows:

- Parks, Right of Way and Trust Properties- Daniel Kelinske, Parks and Recreation Director

SPECIFICATIONS-:
MANICURED MOWING SERVICES
BID B-18-06

REQUIREMENTS:

1. Growth will be cut to a uniformed height range of two (2) to two and a half (2 ½) inches.
2. Contractor will be responsible for damaged landscape/irrigation systems due to overweight equipment.
3. Significant excess grass or trimmings will be mulched or re-cut to improve site appearance. Such excess grass or trimmings will not be sent to a landfill.
4. Contractor shall provide, in advance, to the City Representative a mowing schedule of all upcoming properties scheduled to be mowed.
5. With each invoice for payment, Contractor shall provide the City with a list of dates of when each facility was cut.
6. Mowing will include all mowing, trimming, cutting outside of fenced areas, and ditch areas outside of fences adjacent to facilities.
7. When mowing all properties in Section A, all efforts shall be made to avoid mowing in the evenings, weekends, periods of heavy or scheduled usage and shall be mowed as close as possible PRIOR to all holidays or as directed by City Representative
8. All concrete/hard surface areas shall be left free from debris and any growth penetrating through cracks, expansion joints, etc. shall also be cut at time of the scheduled mowing. Routine herbicide application is permissible and recommended to mitigate this type of growth, used sparingly and routinely. Applicator shall have proper license if applicable.
9. Care shall be given to not transfer seeds from weeds or undesirable grass onto the athletic playing fields located at Pearson and Morgan Park. (*e.g. mowers should be cleaned of debris prior to cutting the athletic fields, surrounding grass should not be discharged toward athletic fields, etc.*)

10. Pruning and/or trimming of shrubs and trees, weeding and turning flowerbed soil/mulch will be conducted quarterly.
11. Trash/Litter. Trash shall not be allowed to be mulched into the ground, rather removed from the ground and within all flowerbeds upon each mowing visit.

FREQUENCY SCHEDULE:

October 1 through March 31: SECTION A, growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes first, or as directed by the City Representative. SECTION B, growth will be cut twice per month but no sooner than every two weeks, or as directed by the City Representative.

April 1 through September 30: SECTION A, growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes first, or as directed by the City Representative. SECTION B, growth will be cut twice per month but no sooner than every two weeks, or as directed by the City Representative.

Less or more frequent mowing may be required for periods of extreme heat, wet conditions, or unexpected growth cycles or as directed by the City’s Representative.

FACILITIES: The areas to be mowed are categorized; names, addresses and exhibits (if any), are listed.

**SECTION A
Public Parks and ROW**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
1	Pearson Park	2200 Westpark Dr	\$	39	\$
2	Morgan Park	1500 W. South St.	\$	26	\$
3	Hugh Adams Park	3502 Mustang Rd.	\$	26	\$
4	Marina Park	Behind bowling ally	\$	26	\$
5	Talmadge Park	Talmadge St. @ 6 th St.	\$	26	\$
6	Hike and Bike Trail	Adoue St. to South St.	\$	26	\$
7	Right of Way	Gordon Street Bridge	\$	26	\$

Section A TOTAL: \$ _____

**SECTION B
Trust Properties**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
8	Trust Property #1	3404 Hummingbird	\$	24	\$
9	Trust Property #2	1409 W. Talmadge	\$	24	\$

Section B TOTAL: \$ _____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

...

- (3) "Non-resident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

.

I certify that _____ is a **resident** bidder of Texas
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature _____

Print Name _____

I certify that _____ is a **non-resident** bidder as
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code.

and our principal place of business is _____
(City and State)

Signature _____

Print Name _____

**CITY OF ALVIN
PARKS AND RECREATION DEPARTMENT**

NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF Alvin is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

_____ Do not supply the requested product.

_____ Quantities offered are too small or too large to be supplied by your company.
(Please circle one of the underlined.)

_____ Specifications are "too tight" or written around a particular product.
(Please elaborate on this item.)

_____ Cannot bid against manufacturer or jobber on this item.
(Please circle one of the underlined.)

_____ Time frame for bidding was too short for my organization.

_____ Not awarded a previous contract by the City when you felt you were low bidder.

_____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

.....

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.

ATTACHMENT A
REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____