INVITATION TO BID

The City of Keller, Texas (the City) is soliciting sealed bids for **Grounds Management Services –Parks, Facility Grounds, Medians and Parkways.** The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Bid Specifications.

MANDATORY Pre-Bid Meeting & Tour: 8:30 a.m., Friday, January 29, 2021

Bid Due Time/Date: 10:00 a.m., Friday, February 5, 2021

Designate on the front, lower left-hand corner of your response, the following:

Bid Number: 21-006
Subject: Grounds Management Services – Parks, Facility Grounds, Medians and Parkways
Do Not Open-Bid Documents

Bid Mailing: Address:	City of Keller Purchasing Agent P.O. Box 770 Keller, Texas 76244	Bid Courier: Delivery address:	City of Keller Purchasing Agent 1100 Bear Creek Pkwy. Keller, Texas 76248

For convenience at bid opening, enter quote on this cover page and include in the sealed response envelope. ***DO NOT*** place quoted prices on the outside of the sealed response envelope.

Bid Item #1 (12, 18 or 36 annual maintenance cycles)
Total Grounds Management Services
for Parks & Facilities Annual Cost $_____(dollars)

CONTRACTOR INFORMATION:

_____ _____
Company name Company representative signature

_____ _____
Address Company representative printed name

_____ _____
City, State & Zip Title

_____ _____
Area code & telephone number Date

***** THIS PAGE MUST BE COMPLETED OR THE BID WILL BE REJECTED *****

BID FORM RETURN CHECKLIST

	REQUIRED	SUBMITTED
1. Bid Bond	Yes	
2. Insurance Affidavit	Yes	
3. References	Yes	
4. Signature Page	Yes	
5. Conflict of Interest	Yes	
6. Equipment Listing	Yes	
7. Pesticide License	Yes	
8. Arborist Certification	Yes	

SCOPE

The intent is to describe the minimum specifications for grounds management services for the City of Keller Parks, Facility Grounds, Medians and Parkways. This includes mowing, trimming, edging, blowing, litter, pest, weed and ant control.

MANDATORY PRE-BID AND TOUR MEETING

A mandatory pre-bid meeting and tour will be held in association with this bid. Attendance at the pre-bid conference and tour is mandatory. The pre-bid conference date is Friday, January 29, 2021 at 8:30 a.m. at the following location:

City of Keller
Town Hall
1100 Bear Creek Pkwy
Keller, TX 76248

QUESTION DEADLINE INFORMATION

Questions regarding the bid should be submitted in advance and in writing to:

Mr. Cody Maberry, Director of Community Services, via e-mail at cmaberry@cityofkeller.com.

It is the bidder's responsibility to insure that they have secured and thoroughly reviewed all aspects of the bidding documents including all addendums (if issued) prior to the bid opening.

All questions regarding the terms, conditions or specifications of this bid must be submitted in writing no later than two (2) business days before the bid opening.

All questions that will affect the bid specifications in a material way will be answered and submitted to all bidders via e-mail. Addendums will be issued if required and will be emailed and posted on the Purchasing website.

No questions will be accepted or answered after 5:00 p.m. on Tuesday, February 2, 2021.

GENERAL SPECIFICATIONS

General Terms

1. The contractor shall comply with all applicable governmental laws and regulations that may affect cost, progress or performance of work.

2. The contractor shall complete invoice forms for monthly payments. No payment for partial mowing of selected sites will be made. Each site must be completed before moving to the next location in order for payments to be acknowledged.

3. Unit prices are to reflect the total charges for mowing and associated tasks at each location.

4. The contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the contractor's employees or agents.

5. A bid response constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Invitation to Bid.

6. It shall be ***mandatory*** that a review of the contracted area be conducted prior to beginning the first mowing cycle. The contractor and the assigned city representative shall attend such a review.

7. The contractor shall comply with any local, state, or federal mandated air quality control standards.

8. At all times, the successful bidder must be a LICENSED PESTICIDE APPLICATOR, and must be a CERTIFIED ARBORIST, with licenses and certificates issued by the Texas Department of Agriculture and International Society of Arboriculture, respectfully. The Licenses and Certificates must have been in good standing with the Texas Department of Agriculture and the International Society of Arboriculture, respectfully, for the past five (5) years. The City will request a copy of the licenses and certificates from the candidate considered for award. **At no time will the successful bidder utilize a sub-contractor for either services requiring a license or certification.**

Maintenance Schedule

1. The contractor shall submit his monthly maintenance schedule for mowing and other maintenance to the City representative. Any variance from the contractor's schedule will require a minimum of twenty four (24) hour advance notification to the City representative.

2. The contractor shall provide a written monthly report to the City representative of areas mowed, the status of all sites, and the projected mowing schedule for the following month.

Failure to Maintain Maintenance Schedule

Failure by the Contractor to maintain the required maintenance cycle for a Project Area shall be sufficient reason for the City to have the work in question or portions thereof completed by **others** if the Contractor shall not cure the default within twenty-four (24) hours of written notice of the default. If others complete work, any additional costs will be deducted from the original contractor's next payment. In the event Contractor fails to correct the default to the satisfaction

of the City within the specified time, or greater time as the City may permit, the City shall exercise all rights, including the right to terminate the Contract in whole or part. The Contractor shall pay all costs and attorneys fees incurred by the City in the enforcement of any provision herein or within this document.

Remedies for Non-Compliance

1. Failure on the part of the Contractor during the term of this contract in one or more area(s) would be reasonable cause for the City to issue a Notice-to-Cure (NTC) warning, in addition to liquidated damages as required. Area(s) can include, but are not limited to:

    a. Non-performance of service in accordance with the specifications herein
    b. Having more than two (2) failed inspections
    c. Failure to maintain work schedule
    d. Failure to install materials as specified
    e. Failure to show

2. Furthermore, the Contractor shall conduct operations in a manner that reflects favorable on the City. Call from individuals concerning poor performance will be verified and if deemed correct, the Contractor shall be notified. Continued performance issues will result in cancellation of the contract.

Damages

1. Any damage to public or private property shall be reported immediately to the designated City representative.

2. The Contractor shall be responsible for any damage done to plant material or other property during the maintenance operation. The contractor shall be responsible for replacement of all trees, shrubs, and ground covers damaged or destroyed by the contractor, employees or agents of the contractor during the maintenance operation. Replacements shall be at no cost to the City and of equal size, type, and quality and made within seven (7) days, unless specified differently by City. Safety hazards must be handled immediately prior to leaving the site. *Trees and shrubs must not be bumped or marked by mowing or edging equipment. Damage to trees or tree collars will be assessed at $100.00 for each instance. If damage is severe, trees/shrubs will be replaced based on the sole discretion of the City.*

3. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment.

4. The Contractor shall be responsible for any property damage caused by the use of vehicles or other equipment while engaged in this contract.

5. The Contractor will be responsible for replacement/repairs of the irrigation system including, but not limited to damage to valve boxes, valve box lids, irrigation heads, and water lines which are destroyed/damaged by the Contractor, its employees or agents

during the maintenance operation. They shall be replaced/repaired in seven (7) days, unless it is a safety hazard. Safety hazards must be handled immediately prior to leaving the site.

6. The City shall not be liable for any loss or damage sustained by the contractor. The contractor shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The contractor shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site.

7. Any hazardous conditions on City property shall be reported to the City representative prior to leaving the work site.

Supervision

1. A supervisor must be on site at all times who can communicate in English and has the authority to respond to inquiries about work details or priorities.

2. The Contractor shall designate, in writing to the City representative, the name and valid cell phone number of the on-site supervisor. The telephone number must be answered during normal working days, at least to take a message.

3. Contractor will require all employees to report to work in clean uniforms in good condition including shirts and pants/shorts. Shirts must be worn at all times. OSHA approved safety vest and/or clothing is required.

4. Contractor's employees will not consume/possess alcohol or use/possess any illegal drugs, or be under the influence of such while on City property and/or operating under this contract.

5. Contractor shall not transfer or assign these grounds maintenance responsibilities to others without prior written consent of the City representative.

Equipment

1. The contractor shall furnish all supplies, tools, equipment, personnel and work experience to fulfill the terms of the contract.

2. Tractor drawn mowers or brush hogs are prohibited unless approved by City representative for specific areas.

3. Insufficient and/or inadequate equipment as determined by the City is a cause for rejection of bid.

4. Contractor's equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services. Contractor shall not operate nor cause to be operated any piece of equipment that has had the appropriate safety switches or guards broken, removed or lost on any City property.

5. Bids shall include a complete list of machinery and equipment on the enclosed Equipment Listing form to determine if the bidder can adequately perform the necessary work. All machinery and equipment the bidder anticipates committing to this contract if awarded should be included in this listing.

6. The City reserves the right to inspect the contractor's equipment prior to award of a contract.

7. The Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices, and make adjustments as required by City. All signs must be mounted on their own stands and be mounted not less than three feet from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signing.

SPECIFICATIONS FOR GROUNDS MANAGEMENT SERVICES

Mowing

1. The contractor shall be responsible for mowing all turf and edging all turf along trails, sidewalks, curbs, plant beds, signs and other obstacles. The property is to be free of windrows and chopped paper. ***Litter must be removed from turf before mowing.***

2. All turf areas shall be cut at a height of one and one-half inches (1-1/2") unless otherwise instructed by the designated City representative. All changes in mowing height shall be approved by the City representative. Noticeable clippings/grass clumps on turf or hardscape areas shall be removed.

3. Bruising or rough cutting of the grass in prohibited. Mowers shall be adjusted and operated so that the grass is cut at a uniform height.

4. The turf shall be cut in different directions to help prevent the grass from growing in one direction and becoming rutted.

5. In an effort to prevent bagging lawn clippings, mulching mowers are preferred.

6. Side discharge mowers are prohibited. All medians shall be mowed with a walk behind or 21 inch rotary mower mulching deck only.

7. Batwing mowers, such as a Toro 580-D, are prohibited in any irrigated areas.

8. The contractor shall leave the area with a finished appearance with trails, sidewalks and curb areas swept. The contractor shall not blow leaves, clippings, debris, etc. into the streets, hardscapes, landscape beds, storm drains or other areas. Any material so discharged shall be removed immediately prior to proceeding with the mowing of other areas. If necessary, City representative may require clippings to be bagged and removed.

9. Tree wells on irrigated street medians, parkways and the perimeter of the Keller Public Library shall be sprayed for grass and weeds on an as needed basis during the contract period.

10. All concrete, asphalt areas, brick pavers paved ends on medians and/or right-of-ways shall be weed/grass free and blown clean of all debris after each cycle.

11. Mowing is prohibited within 18" of each tree to prevent damage to trees.

12. Weeds/grass growing in the expansion joints, within two (2) feet of the edge of the paved surfaces must be removed or treated with an approved herbicide as needed.

13. All median pavers/hardscapes shall be free of dirt, debris and weeds at the end of each maintenance cycle.

14. All mowing shall be accomplished Monday through Friday, weather permitting. All mowing must occur between sunrise and sunset. It will be considered a breach of the contract if the schedule is repeatedly missed.

15. Unless otherwise instructed, the contractor shall accomplish all tasks listed once every seven (7) days for the Parks and Recreation Department on a regular schedule as agreed to by the designated City representative.

16. After fertilization and/or abundant rainfall, it may be necessary to mow some areas twice per week in lieu of once per week. The City representative will specify to the contractor which areas will need additional mowing. City shall pay for additional services requested beyond the specified maintenance schedule.

17. The grounds will be inspected periodically by the designated City representative to insure compliance with the specifications.

18. Mowing cycles for 36 cycle frequency sites should be two mowing cycles in March, weekly April through October, two mowing cycles in November, and one mowing cycle each in December, January and February.

19. Mowing cycles for 18 cycle frequency sites should be one mowing cycle in March, two mowing cycles April through October, one mowing cycles in November, December, January and February.

20. **The City of Keller reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, construction and available funding.**

Edging/Trimming

1. Edge/trim all turf along walks, curbs, trails, plant beds, signs, poles and/or other obstacles as follows:

2. All edging shall be done with a fixed blade edger that leaves a sharp edge (not a monofilament trimmer).

3. All turf shall be edged and trimmed each time turf is mowed.

4. Sidewalks and trails must be edged on both sides.

5. All material dislodged by edging must be removed from the site.

6. Monofilament trimming shall be used for grass around fences, building, tree wells, poles and other obstacles.

Litter Control

1. The contractor shall be responsible for removing all litter and or fallen limbs from the entire property and hauling such debris away.

2. ***Litter must be removed from turf before mowing (1 x 1 and larger).*** This includes, but not limited to bottles, cans, paper, brush, rocks, tree limbs, etc which are not part of the landscape. Shredded litter must be removed the day of the complaint or a $25 penalty per day for each area identified per site will be deducted from the appropriate monthly billing.

3. All broken glass shall be removed from sidewalk areas and turf. Any hazardous condition(s) or any damage to City property shall be reported to the designated City representative.

Median Tree and Turf Pest, Tree Disease, Weed, Fire Ant Control and Granular Applications

1. The contractor shall be responsible for additional services on the Rufe Snow Medians, from Bear Creek Parkway to Bursey Road, and the North Tarrant Parkway Medians, from 377 to the eastern City limits, including:

Pest Control

Pesticide Licenses Requirements:

1. **Contractor to employ a Texas Department of Agriculture pesticide applicator to perform all pesticide applications for the contract. No exceptions are allowed.**

2. **Contractor to provide copies of licensed pesticide applicators to the Owner with bid submittal. It is the Contractor's responsibility to maintain staffing with current license. Owner may request proof of current license at any time.**

3. Contractor is responsible for all pest and disease control to turf, plants and trees as needed throughout the year.

4. Recommendations for the use of chemicals for the control of insects, mites, other invertebrates, nematodes, vertebrate pests, plant pathogens, and weeds in addition to defoliants and growth regulator can be given and used only by a Texas Department of Agriculture licensed pesticide applicator. **All applications of pesticides and any chemicals shall be applied by a Texas Department of Agriculture licensed pesticide applicator, not an individual under supervision of a licensed pesticide applicator.**

5. Use of any pesticides on site must adhere to the Laws and Regulations for pesticide use and application, as set forth in the Texas Department of Agricultural Code. Use of any chemical by the Contractor or its representatives will be in accordance with all applicable state and federal statutory requirements which include, but are not limited to, health, safety, and environmental regulations and laws.

6. It is the Contractor's responsibility to be familiar with and ensure compliance with all State and Federal regulations pertaining to the use and application of all chemicals.

7. Persons preparing and applying any chemical is responsible for the safety of plants, persons, and properties, whether they are the Owner's or others'.

8. All chemicals will be stored in a safe and environmentally sound manner and any on-site disposal will be coordinated with the Owner's Hazardous Material Coordinator and be conducted in accordance with statutory requirements.

9. Within ten (10) days after contract award, the Contractor will furnish the Owner a list of all chemicals and pesticides, including Material Safety Data Sheets (MSDS) to be used on the project. Additionally, if that list changes during the life of the contract, the Contractor will provide a revised list with MSDS within five (5) days of any changes.

10. The Contractor shall submit to the city all of the original manufacturer's labels for the pesticides as proof of purchase and compliance with the recommendations stated in the manual. Photocopies of the labels will not be accepted.

11. Contractor to employ a certified International Society of Arboriculture arborist to perform all tree inspections. This person shall be an employee and not a

subcontractor. Contractor to provide copies of license to the Owner with bid submittal.

Weed Control

1. **Weeds in turf shall be removed by the Contractor upon their discovery, or treated within two weeks from discovery. Contractor shall be responsible for controlling Dallisgrass in all medians.**

2. Method of eradication, including mechanical or chemical is to be determined by the Contractor. Chemical Application of weed eradicants should follow the guidelines laid out in the Laws and Regulations set forth for pesticides and pesticide applicators by the Texas Department of Agriculture.

3. The Contractor shall submit to the city all of the original manufacturer's labels for the herbicide as proof of purchase and compliance with the recommendations stated in the manual. Photocopies of the labels will not be accepted.

4. All debris resulting from the removal of weeds is to be collected and disposed of off-site.

Fire Ant Control

1. Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been killed.

2. Two broadcast treatments (Spring and Fall) shall be made. Individual mounds shall be treated as necessary.

3. Contractor shall submit to the city all original manufacturers' labels as proof of purchase and compliance with the manuals recommendations. Photocopies of the labels will not be accepted.

Granular Applications – Pre-emergent and Fertilizers

1. Contractor shall submit to the city all of the original manufacturer's labels for the fertilizer as proof of purchase and compliance with the recommendations stated below. Photocopies of the labels will not be accepted.

2. Do not spray iron solutions or fertilizers on infrastructures including walks/trails, curbs, parking lots, walls, site furnishings, etc. In the event overspray of iron solutions or fertilizers in these areas occur, it shall be removed within the same working day application is applied or a $500 fine per occurrence will be assessed to the contractor.

3. Below is the Granular Application Schedule. Deviations from the schedule must be approved by the Owner is advance of the application.

4. **ALL GRANULAR APPLICATIONS SHALL BE LESCO BRAND.**

Lesco Turf Pre-emergent & Fertilization Application Schedule

Item	Type	Application Month
Pre-emergent	0-0-7	February
Pre-emergent	25-2-5 30% PPSCU	March
Fertilizer	39-0-0 100% PPSCU	May
Fertilizer	39-0-0 100% PPSCU	July
Pre-emergent	5-10-20	November

Lesco Tree Fertilization Schedule

Item	Type	Application Month
Fertilizer	28-3-10	February
Fertilizer	28-3-10	March

CITY OF KELLER, TEXAS
GROUNDS MANAGEMENT SERVICES
SPECIFICATIONS BY LOCATION

Bid Item #1

1. Johnson Road Park, 640 Johnson Road: Rotary mow all areas including parking lot islands. All islands and Keller Public Library perimeter shall be mowed with a 21" rotary mower mulching deck only equipped with a bag to catch clippings. Mowing shall be directional mowing. Batwing mowers are prohibited in all irrigated areas. Vertical edge all curbs, trails and sidewalks. Weedeat areas around amphitheater, pavilions, signs, flowerbeds, backstops, rest benches, picnic areas and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies. All parking lot island maintenance shall be completed by 8:00 a.m. prior to vehicles parking in the parking lot.

2. Fire Station #2, 737 Keller Smithfield Road: Rotary mow all areas. Vertical edge all curbs and sidewalks. Mow or weedeat areas around flowerbeds, signs and other obstacles. Mow and trim around all trees without damage to trunks or canopies.

3. Fire Station #3, 1500 Rufe Snow Drive: Rotary mow all areas. Vertical edge all curbs and sidewalks. Mow or weedeat areas around flowerbeds, signs and other obstacles. Mow and trim around all trees without damage to trunks or canopies.

4. Friends of the Library Building, 137 Taylor Street: Rotary mow all areas. Vertical edge all curbs and sidewalks. Mow or weedeat areas around flowerbeds, signs and other obstacles. Mow and trim around all trees without damage to trunks or canopies.

5. Bates Street Park, 131 Bates Street: Rotary mow all areas. Weedeat fence lines. Vertical edge all curbs and sidewalks. Mow and trim around all trees and shrubs without damage to trunks or canopies.

6. Milestone Park, 8757 Davis Blvd: Rotary mow all areas. Vertical edge all sidewalks. Weedeat areas around signs, flowerbeds, rest benches, fence lines and picnic areas and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies. (***Future parking lot islands, trails, other amenities***)

7. Meandering Trail at Ridgewood Estates, Highland Meadows & Highland Creek Estates Subdivisions: At Ridgewood Estates Subdivision, rotary mow five feet on each side of trail and from west side of trail to fence line. At Highland Meadows, rotary mow from west side of trail's edge to curb or homeowner's fence and east side of trail's edge to bottom of drainage channel. At Highland Creek Estates, rotary mow from east and north side of trail's edge to curb or homeowner's fence; from west and south side of trail's edge to bottom of drainage channel and five feet from trail's edge between trail and Little Bear Creek. Weedeat all fence lines, retaining walls and other obstacles. Vertical edge trail and all curbs. Mow and trim around all trees without damage to trunks or canopies.

8. Little Bear Creek Trail at Fall Creek Estates, Lowes Home Improvement Store and Grand Estates Apartment Homes: At Fall Creek Estates, rotary mow five feet on the channel side of the trail and to homeowner's fences on the opposite side of the trail. At Lowes Home Improvement Store, rotary mow twelve feet on the channel side of the trail and five feet on the opposite side of the trail. At Grand Estates Apartment Homes, rotary mow twelve feet on the channel side of the trail and up to the landscaping bed on the opposite side of the trail. Weedeat fence lines, retaining walls and other obstacles. Vertical edge trail and all curbs. Mow and trim around all trees without damage to trunks or canopies.

9. Indian Trail at Harmonson Farms: At Harmonson Farms, rotary mow from trail's edge up to homeowner's fences/retaining walls or curb. Weedeat all fence lines, retaining walls and other obstacles. Vertical edge trail and all curbs. Mow and trim around all trees without damage to trunks or canopies.

10. Bursey Ranch Park, Rustic Ridge Dr.: Rotary mow all areas. Vertical edge all curbs and playground curbing. Weedeat fence lines, signs and other obstacles. Mow and trim around all trees without damage to trunks or canopies.

11. Overton Ridge Park, 821 Weybridge Lane: **NOTE: North 3.88 acres is a NO MOW zone.** Rotary mow all areas in south four acres from Weybridge Lane to slope and west homeowners' fences to six foot east of the trail. Vertical edge all curbs, trails and sidewalks. Weedeat areas around pavilions, signs, benches, picnic areas, west homeowners' fences and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies. In NO MOW zone, mow six foot on each side of trail and six foot from west homeowners' fences.

12. Office Rental, 541 Keller Pkwy: Rotary mow all areas. Vertical edge all curbs. Weedeat areas around silt fence.

13. Pearson Lane Future Trail Easement, behind 1804 Kingsbridge Lane: Apply liquid herbicide to entire easement **two times a month**. Bidder must schedule service with Parks Department for easement access.

14. Indian Trail at Marshall Pointe Estates: At Marshall Pointe Estates from Ridge Pointe Pkwy north to Yosemite Lane, rotary mow from trail's edge up to homeowner's fences/retaining walls or curb on west and south sides of trail. On channel side of trail, rotary mow six feet from trail's edge. Weedeat all fence lines, retaining walls and other obstacles. Vertical edge trail and all curbs. Mow and trim around all trees without damage to trunks or canopies.

15. Chase Oaks Activity Node: Rotary mow all areas. Mowing shall be directional mowing. Batwing mowers are prohibited in all irrigated areas. Vertical edge all sidewalks. Weedeat areas around signs, flowerbeds, rest benches, fence lines, soccer goals and picnic areas and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies.

16. Keller Smithfield Activity Node: Rotary mow all areas. Mowing shall be directional mowing. Batwing mowers are prohibited in all irrigated areas. Vertical edge all sidewalks. Weedeat areas around signs, flowerbeds, rest benches, fence lines and picnic areas and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies.

17. Willis Coves Preserve: Rotary mow all areas. Mowing shall be directional mowing. Vertical edge all sidewalks. Weedeat areas around signs, flowerbeds, rest benches, fence lines and picnic areas and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies.

18. Northeast Park: Rotary mow all areas. Mowing shall be directional mowing. Weedeat areas around signs, fence lines and other obstacles throughout park.

19. Miscellaneous Median (Rufe Snow Dr North/Keller Pkwy and Meadowlands Blvd/Keller Pkwy): Mow areas with mulching push mower or walk behind mowers. Vertical edge all curbs. Mow and trim around all signs and trees and shrubs without damage to trunks or canopies. Any hardscaped median portion shall be maintained weekly and be free of dirt, debris and weeds at the end of each maintenance cycle.

20. Rufe Snow Drive Medians (from Bear Creek Pkwy at The Keller Point south to Bursey Road): Rotary mow all areas with mulching mower. Vertical edge all curbs. Mow and trim around all signs and trees without damage to trunks or canopies. Any hardscaped median portion shall be maintained weekly and be free of dirt, debris and weeds at the end of each maintenance cycle.

21. Rufe Snow Drive Parkways (from Bear Creek Pkwy to Rapp Road): Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalks/trails. Mow and trim around all signs and trees without damage to trunks or canopies. Parkways EXCLUDED from the contractor's responsibility includes those in the following locations: Forest Lakes Subdivision, Bella Vista Subdivision on the west side and Williamsburg Subdivision, Cobblestone Subdivision and Canterbury Forest Subdivision on the east side.

22. Keller Parkway Medians (from Keller Smithfield Rd to Pearson Rd): Mow areas with mulching push mower or walk behind mowers. Vertical edge all curbs. Mow and trim around all signs and trees and shrubs without damage to trunks or canopies. Any hardscaped median portion shall be maintained weekly and be free of dirt, debris and weeds at the end of each maintenance cycle.

23. Keller Parkway Medians (from Katy Rd to Rufe Snow Drive): Mow areas with mulching push mower or walk behind mowers. Vertical edge all curbs. Mow and trim around all signs and trees and shrubs without damage to trunks or canopies. Any hardscaped median portion shall be maintained weekly and be free of dirt, debris and weeds at the end of each maintenance cycle.

24. Bourland Rd. Medians (from Keller Pkwy to median just north of Johnson Rd): Mow areas with mulching push mower or walk behind mowers. Vertical edge all curbs. Mow and trim

around all signs and trees and shrubs without damage to trunks or canopies. Any hardscaped median portion shall be maintained weekly and be free of dirt, debris and weeds at the end of each maintenance cycle.

25. North Tarrant Pkwy Medians (from Denton Hwy/Hwy 377 to East City Limits): Mow areas with mulching push mower or walk behind mowers. Vertical edge all curbs. Mow and trim around all signs and trees and shrubs without damage to trunks or canopies. Includes three medians that are pavers only. Any hardscaped median portion shall be maintained weekly and be free of dirt, debris and weeds at the end of each maintenance cycle.

26. Marshall Ridge Pkwy (from Mount Gilead Road to Ridgeview Elementary): Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies.

27. North Tarrant Pkwy Parkways: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies.

28. Future Golf Course Trail: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies.

29. Shady Grove and Preston Trail: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies.

30. Eastern Trail: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies.

31. Keller Smithfield Medians: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies. Any hardscaped median portion shall be maintained weekly and be free of dirt, debris and weeds at the end of each maintenance cycle.

32. Shady Grove North: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies.

33. Equestrian Trail: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies.

34. Veterans Memorial Park: Rotary mow all areas. Mowing shall be directional mowing. Batwing mowers are prohibited in all irrigated areas. Vertical edge all sidewalks. Weedeat areas around signs, flowerbeds, rest benches, fence lines and picnic areas and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies.

35. TXU Right-of-Way/Shady Grove Trail Easement: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies.

36. West Entry Portal Sign: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies. Insure landscape beds are weed free.

37. East Entry Portal Sign: Rotary mow all areas with mulching mower. Vertical edge all curbs and sidewalk. Mow and trim around all signs and trees without damage to trunks or canopies. Insure landscape beds are weed free.

38. Rufe Snow Medians – Tree and turf pest, tree disease, weed, fire ant control and granular applications: Keep median turf weed and pest free, trees disease free, and provide granular applications as stated in specifications above.

39. North Tarrant Parkway Medians – Tree and turf pest, tree disease, weed, fire ant control and granular applications: Keep median turf weed and pest free, trees disease free, and provide granular applications as stated in specifications above.

40. Future Bancroft Trail: Rotary mow all areas with mulching mower. Mow and trim around all signs and trees without damage to trunks or canopies.

41. Bear Creek Park: Rotary mow all areas. Mowing shall be directional mowing. Batwing mowers are prohibited in all irrigated areas. Vertical edge all sidewalks. Weedeat areas around signs, flowerbeds, rest benches, fence lines and picnic areas and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies.

42. Big Bear Creek Greenbelt Trail: Rotary mow all areas. Mowing shall be directional mowing. Batwing mowers are prohibited in all irrigated areas. Vertical edge all sidewalks. Weedeat areas around signs, flowerbeds, rest benches, fence lines and picnic areas and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies.

43. Golf Course Trail: Rotary mow all areas with mulching mower. Mow and trim around all signs, fences and trees without damage to trunks or canopies.

44. Stewart Estates: Rotary mow all areas. Mowing shall be directional mowing. Vertical edge all sidewalks. Weedeat areas around signs, and other obstacles throughout park. Mow and trim around all trees without damage to trunks or canopies.

45. Mayor's Corner: Weedeat entire area once a month.

USE THIS FORM ONLY
BID SHEET
Grounds Management Services
Subsequent Years Based on Seven (7) Day Cycles/Thirty-six (36) Mowing Cycles
****THIS PAGE MUST ACCOMPANY THE BID OR BID MAY BE REJECTED****

The cycle frequencies stated herein are an accurate reflection of the City of Keller's anticipated needs. However, due to budget contingencies and weather fluctuations, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the bid prices offered be imposed to the City. Bid prices will be held firm during the contract period.

We, the undersigned have read all of the requirements set forth in this bid including specifications, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish these articles at the prices stated below:

Item	Parks/Facility	Location	Acreage	Total Price per Mowing	Total Price all Mowings
BID ITEM #1					
1.	Johnson Road Park	640 Johnson Rd	15.00	_____x 36	_____
2.	Fire Station #2	737 Keller Smithfield Rd	2.60	_____x 36	_____
3.	Fire Station #3	1500 Rufe Snow Drive	1.30	_____x 36	_____
4.	Friends of the Library Bldg	137 Taylor Street	.08	_____x 36	_____
5	Bates Street Park	131 Bates Street	.55	_____x 36	_____
6.	Milestone Park	8757 Davis Blvd	7.45	_____x 36	_____
7.	Meandering Trail	Ridgewood Estates, Highland Meadows & Highland Creek Estates	6.24	_____x 36	_____
8.	Little Bear Creek Trail	Fall Creek Estates, Lowes Home Improvement Store, Grand Estates Apartments	2.10	_____x 36	_____
9.	Indian Trail	Harmonson Farms	5.60	_____x 36	_____
10.	Bursey Ranch Park	Rustic Ridge Dr.	1.30	_____x 36	_____
11.	Overton Ridge Park	821 Weybridge Lane	4.0	_____x 36	_____
12.	Office Rental	541 Keller Pkwy	.35	_____x 18	_____

13.	Pearson Lane Future Trail Easement	1804 Kingsbridge Lane	.14	_____x 18_____
14.	Indian Trail	Marshall Pointe Estates	1.6	_____x 36_____
15.	Chase Oaks Activity Node	1609 Chase Oaks Drive	1.8	_____x 36_____
16.	Keller Smithfield Activity Node	1100 Bear Creek Pkwy	.55	_____x 36_____
17.	Willis Coves Preserve	400 Rapp Road	3.78	_____x 36_____
18.	Northeast Park	1792 Ottinger Road	1	_____x 36_____
19.	Miscellaneous Median	Rufe Snow Dr north of Keller Pkwy	.09	_____x 36_____
		Meadowlands Blvd north of Keller Pkwy	.02	_____x 36_____
20.	Rufe Snow Dr Medians	Bear Creek Pkwy (The Keller Pointe) to Bursey Rd	7.42	_____x 36_____
21.	Rufe Snow Drive Pkwys	Bear Creek Pkwy (The Keller Pointe) to Rapp Road	1.34	_____x 36_____
22.	Keller Pkwy Medians	at Katy Rd	.10	
		at Page St	.02	
		at College St	.05	
		at Navajo	.09	
		at Anita	.06	
		at Quest Ct.	.09	
		at Bloomfield	.12	
		Keller Pkwy Only Total	**.53**	_____x 36_____
23.	Keller Pkwy Medians	at Meadowlands Blvd	.02	
		at Keller Smithfield Rd.	.08	
		at Pearson Rd	.07	
		Keller Pkwy Total	**.17**	_____x 36_____
24.	Bourland Rd Medians	Keller Pkwy to North of Johnson Rd	1.03	_____x 36_____

****THIS PAGE MUST ACCOMPANY THE BID OR BID MAY BE REJECTED****

25.	North Tarrant Pkwy Medians from Denton Hwy/Hwy 377 to east city limits	Median #1	.11	
		Median #2	.21	
		Median #3	.21	
		Median #4	.36	
		Median #5	.12	
		Median #6	.40	
		Median #7	.21	
		Median #8	.23	
		Median #9	.09	
		Median #10	.14	
		Median #11	.24	
		Median #12	.10	
		Median #13	.05	
		Median #14	.14	
		Total Landscaped Medians	**2.61**	_____x 36_____
		Hardscape Median #1	.06	
		Hardscape Median #2	.04	
		Hardscape Median #3	.05	
		Total Hardscaped Medians	**.15**	_____x 36_____
26.	Marshall Ridge Pkwy	Mt Gilead Road to Ridgeview Elementary	.36	_____x 36_____
27	North Tarrant Pkwys	Whitley Road to Lakes of Highland Oaks Subdivision		_____x 36_____
28.	Future Golf Course Trail	2768 Bear Creek Pkwy	.94	_____x 18_____
29.	Shady Grove and Preston Trail	North side of Shady Grove Between Preston and Buckner	.16	_____x 36_____
30.	Eastern Trail	2771 Bear Creek Pkwy	.52	_____x 36_____
31.	Keller Smithfield Medians	Keller Smithfield at Wales and Rockwood		_____x 36_____
32.	Shady Grove North	Rufe Snow Dr to Homeowner's Fence		_____x 18_____
33.	Equestrian Trail	At the Parks at Town Hall		_____x 36_____

****THIS PAGE MUST ACCOMPANY THE BID OR BID MAY BE REJECTED****

34.	Veterans Memorial Park	100 N. Main Street	.25	_____x 18_____
35.	TXU Right-of-Way/Shady Grove Trail Easement	7000 Shady Grove Rd	2.6	_____x 18_____
36.	West Entry Portal Sign	Golden Triangle and Sports Parkway	.01	_____x 36_____
37.	East Entry Portal Sign	Keller Pkwy and Preston	.01	_____x 36_____
38.	Rufe Snow Medians	Pest, Weed, Fire Ants, Granular Applications		_____
39.	North Tarrant Medians	Pest, Weed, Fire Ant, Granular Applications		_____
40.	Bancroft Hike & Bike Trail Easement	604 Bancroft Rd.	.09	_____x 12_____
41.	Bear Creek Park	400 Bear Creek Pkwy		_____x 36_____
42.	Big Bear Creek Greenbelt Trail	400 Bear Creek Pkwy		_____x 36_____
43.	Golf Course Trail	400 Bear Creek Pkwy		_____x 36_____
44.	Stewart Estates	400 Bear Creek Pkwy		_____x 36_____
45.	Mayor's Corner	1610 Waterwood Drive		_____x 12_____

TOTAL BID ITEM #1 ANNUALLY _____

****THIS PAGE MUST ACCOMPANY BID OR BID MAY BE REJECTED****

INSTRUCTIONS TO BIDDERS

Terminology. Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/BID or contract (e.g., Contractor, Vendor).

1. BID INSTRUCTIONS

A. Completed BIDs will be received until 10 a.m., Friday, February 5, 2021, at the Town Hall Receptionist's Desk, Human Resources Department OR through the City of Keller e-bid system, 1100 Bear Creek Parkway, Keller, Texas, 76248. BID responses received after the closing time and date will be returned unopened to the Contractor. BIDs will then be promptly opened and read aloud.

B. The City WILL NOT ACCEPT a BID response or alterations to a BID response via Fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No BID responses received via Fax or e-mail will be considered under any circumstances.

C. The City will not release any information of Vendor's who have received the BID specifications until such BIDs have been opened and read aloud.

2. SIGNATURES

All BID responses must be signed by an authorized representative of the Contractor. Unsigned BID responses will not be considered under any circumstances. Signatures on all BID responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for BID and BID Specifications, unless stated otherwise in writing by Contractor under "Deviations."

3. DEVIATIONS BETWEEN BID SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all BID specifications and operational requirements. Should the products/services fail to meet the specifications as required in the BID, Contractor agrees that the City may elect to do one of the following:

A. Reject the BID and void the purchase as to any and all BID items;

B. Require specific performance by the successful Contractor at no additional cost to City, or

C. Hire outside sources to correct deviations at Contractor's expense.

4. BID AWARD/EVALUATION CRITERIA

A. The City reserves the right to reject any or all BIDs, in whole or in part; to waive any informality in any BID; and to accept the BID which, in its sole discretion, is the best value to the City. BIDs will undergo an evaluation process conducted by the City of Keller. The City further reserves the right to award BIDs by item, combination or groups of items, or total BID. **Vendors submitting on an "All or None" basis must so indicate on the BID.**

B. The City will evaluate the responses based upon the following evaluation criteria and scoring matrix:

EVALUATION CRITERIA:
This bid will be awarded to the bidder who provides goods or services at the best value for the City. The following scoring will be used to evaluate each proposer's response to the Bid. Points to be awarded based on information to be provided by the vendor including pricing, qualification information provided with the bid, construction time, safety record questionnaire and any other pertinent information the vendor would like the City to consider. Vendor must include a description of why any additional information is pertinent.

A.	Price	60 pts
B.	Special Needs & Requirements of the City	5 pts
C.	Results of Reference Checks	10 pts
D.	Contractor's Past Performance with the City	20 pts
E.	City's Evaluation of Contractor's Ability to Perform	5 pts
F.	Maximum Possible Score	100 pts

C. BIDs do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.

D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The bidder may also be required to give a past history in order to satisfy the City of Keller in regard to the bidder's qualifications. The City of Keller reserves the right to reject any BID if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Keller that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
2. The ability of the bidder to perform the work promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; and
4. The quality of performance on previous contracts or work.

E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.

F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a BID. Such expenses shall be borne exclusively by the bidder.

G. **ATTENDANCE AT THE PRE-BID CONFERENCE AND TOUR IS MANDATORY. A pre-bid conference and tour of facilities will be conducted Friday, January 29, 2021 at 8:30 a.m. in Room 205, at the City of Keller Town Hall, 1100 Bear Creek Pkwy.** The conference and tour is to respond to any questions of the bidders and for the bidder to become familiar with the locale and site specific conditions that may affect cost, progress, performance of work. **ANY BIDDER NOT IN ATTENDANCE WILL NOT BE CONSIDERED FOR THE CONTRACT.**

H. **Bidders are to bid on all items as specified. Bids will be awarded to one bidder based on the total bid.**

I. Bidders must submit with the bid, a list of all equipment, giving year, model and make of machines to be used and all equipment shall be subject to inspection by the Parks & Recreation Department. Machines shall be industrial or commercial grade equipment to withstand the level of mowing required.

J. **The contractor shall at all times maintain on the job site a person knowledgeable of the terms and conditions of this contract. In addition, this person must be able to communicate in English with City staff.**

5. GRIEVANCE PROCEDURE

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Karla Parker, Purchasing Agent (817) 743-4030 or Pamela McGee, Assistant Director of Finance (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the BID request to be acceptable to all Contractors in all respects.

6. EXCEPTIONS/ALTERNATES TO BID

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the BID, guaranteeing authenticity. Any exceptions or alternates to the BID are to be clearly indicated on the page entitled, **"EXCEPTIONS/ALTERNATES TO BID"** Any exceptions/alternate from specifications and alternate BID must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to BID may or may not be considered by the City.

Changes prior to opening of BID must be submitted before the opening deadline. Changes must be noted on the outside of the BID envelope as follows: **"Changes to BID #21-006"**

7. BID WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the Invitation to BID for any reason or to reject any and all BIDs, or parts of all or any specific BID or BIDs. The City further reserves the right to accept part or all of any specific BID or BIDs, or any combination of BIDs, and to accept any BID or BIDs with or without trade-in.

After opening, bidders shall not be allowed to withdraw their BIDs unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the BID. Such request shall be received by the City within 1day after opening. If permitted to withdraw its BID, the bidder shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, bidders may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

8. LATE BIDS

BIDs received after the official BID opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the BID. It is the policy of the City that late BIDs will be returned to the sender unopened provided there is a return address on the envelope. However, if a late BID is opened in the mail room by City staff in error, or the BID invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late BID be considered, even if opened. **Contractor is solely responsible for insuring that BIDs are received by the City on or before the BID due date and time.**

9. **PRICES HELD FIRM**

A. All prices quoted shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.

B. Each BID shall be valid for one hundred twenty (120) calendar days after the opening date of the BID and shall constitute an irrevocable offer to the City of Keller for the one hundred twenty (120) calendar day period. The one hundred twenty (120) calendar day period may be extended by mutual agreement of the parties.

10. **PRICE DECLINE**

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

11. **SAMPLES**

Samples of items, when required, must be furnished to the City at no cost and if Contractor has not requested the return of the samples within thirty (30) days from the BID opening date, the samples may be either kept by or disposed of by the City.

12. **QUANTITIES**

A. To assist in establishing a total BID amount for BID tabulation purposes, estimated quantities may have been listed in the specifications, or on the BID tabulation form for each item. Bidder acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.

B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

13. **UNIT PRICES AND EXTENSIONS**

If unit prices and their extensions do not coincide, the City will accept the BID price(s) resulting in the lesser amount(s).

14. **DELIVERY DATE(S) AND LOCATION**

The maximum number of days to deliver the product after receipt of the City's order shall be 90 days. This date may determine the award. Should contractor be unable to deliver the product by the deadline, a 2% fee for delay will be assessed beginning on the first day following the promised delivery date.

15. IDENTICAL BIDS

In the event of two or more identical low BIDs, the BID will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

16. TERMINATION OF AGREEMENT

A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.

B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:

   a. take possession of the assigned premises and any fees accrued or becoming due to date.

   b. take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereinafter becoming due.

C. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.

D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this BID, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

17. **ASSIGNMENT OF CONTRACT**

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

18. **BID AMBIGUITY**

Any ambiguity in the BID resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of BID shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of BID specifications and BID instructions.**

For clarification of these specifications, call Cody Maberry, Director of Community Services at (817) 743-4002 or cmaberry@cityofkeller.com.

19. **CONTRACT DELETIONS/ADDITIONS**

The City of Keller reserves the right to make changes to the contract if the City adds buildings, adds additional parking spaces or otherwise makes other permanent improvements on property being maintained under this contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to delete from this contract. **Additionally, the City reserves the right to cancel scheduled mowing cycle on a week-to-week basis, based upon need, prevailing weather conditions and available funding.**

20. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests which exceed the contract/bid amount will not be processed until signed change order(s) are submitted to the Finance Department.**

21. **MODIFICATIONS, AMENDMENTS AND ADDENDA**

The City shall have the right to modify the BID specifications, instructions, and terms and conditions prior to the BID submission deadline. The City will endeavor to notify all potential bidders that have received a copy of the BID specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Star Telegram* in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Internet web site at *www.cityofkeller.com*. It is the bidder's responsibility to contact the City of Keller to obtain the addenda information.

22. PATENT INDEMNITY

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

23. GRATUITIES/GIFTS

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

24. RESPONSE FORM(S) TO BE USED

The BID quote must be submitted on the form(s) provided in the BID package in compliance with all conditions listed thereon, unless otherwise specified in the BID specifications. BIDs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to bid on this requirement, please fill out and return the attached "NO BID" response form.

25. SPECIAL TOOLS

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor's expense.

26. SAFETY DATA SHEETS (SDS)

If required, BID shall include a SDS for each product quoted, if applicable.

27. ORDERS AND PAYMENT TERMS

A. All BIDs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of BID. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. BIDs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding two thousand dollars ($2,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller
ATTN.: Accounts Payable
P.O. Box 770
Keller, Texas 76244

C. The City operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.

D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U S Post Office.

28. USE OF PURCHASING CARDS

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

29. **NEGOTIATION**

Any attempt to negotiate or provide information on the contents of this BID with the City or its representatives prior to BID award shall be grounds for disqualification of the BID.

30. **PRICE FIXING**

In submitting a BID response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed BID.

31. **REFERENCES**

Contractor must provide a minimum of three (3) verifiable references where similar services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I**.

32. **CONFIDENTIALITY OF DOCUMENTS**

In accordance with Local Government Code 252.049 trade secrets and confidential information in competitive sealed bids are not open for public inspection.

After BID opening, except for BID amounts, names, and addresses of contractors, all other BID documents and information will be deemed confidential during the evaluation process until formal action to award the BID or reject all BIDs has been taken by the City Council. Following award of the BID or rejection of all BIDs by the City Council, all BIDs shall then become public documents, available for public view upon written request. Interested contractors, citizens, or City officials may then request copies of BIDs. Upon written request, bid documents may be obtained at an appropriate document reproduction fee.

33. **CONTACTS WITH CITY EMPLOYEES AND OFFICERS**

In order to ensure fair and objective evaluation of BIDs, all questions related to this BID should be addressed only to the person(s) so named herein or in the BID Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees or any appointed or elected officials without prior written consent will risk elimination of the BID from further consideration.

34. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediate collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

35. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

36. EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety equipment.

37. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

38. CUSTOMER RELATIONS

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor, subcontractor or employee and/or request replacement at any time.

39. SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a "tax exempt number." The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each BID submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each BID. The City cannot determine for the bidder whether or not the item(s) requested in the BID are taxable to the City. The bidder, through the bidder's attorney or tax consultant, must make such determination. Bills submitted for taxes after the BIDs are awarded will not be honored.

40. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

41. ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this BID/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

42. COOPERATIVE PURCHASING

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the BID price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the contractor as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as bidder/vendor, agree that all terms, conditions, specifications, and pricing would apply.

[ ] Yes [ ] No _____ Initial

****Non-response to the Cooperative Purchasing Section will indicate the bidder does not wish to participate with other governmental entities.**

43. BRAND NAMES

If items for which BIDs have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. BIDs offering "equal" products will be considered for award if such products are clearly identified in the BIDs and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their BID that they are offering an "equal product", their BID shall be considered as offering a brand name product referenced herein or in the BID specifications.**

44. CONTRACT CLAUSE

All bidders understand and agree that the bidder's response to this BID invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded or amended only if replaced with a more extensive contract that is agreed to by both parties.

The City may, at its discretion, require a separate contract accompanying this bid.

45. CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. **If an area is found to be unsuitable or incomplete in the service required by this contract, the CONTRACTOR will be called back without additional charge to the City.** Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Bidder shall not handle any complaints or request from citizens. Any citizens' concerns should be directed to the City Manager, his designee, or the appropriate City Department.

46. FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

47. INDEPENDENT CONTRACTOR

The bidder who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and

properly qualified persons to perform the work. In submitting this bid, the bidder represents that he/she is an equal opportunity employer, and does not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.

48. QUALITY OF SUPPLIES/COMPONENTS

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/BID shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

49. INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

50. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than $4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding $5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be

mailed to Karla Parker, Purchasing Agent, Finance Department, P 0. Box 770, Keller, TX 76244.

51. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Keller or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - $500,000 per person
$1,000,000 per occurrence

52. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - $500,000 per person
$1,000,000 per occurrence

53. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall provide all workers' compensation insurance for its employees as required by law.

54. INDEMNIFICATION

For consideration included in the BID price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

55. **WAIVER OF SUBROGATION**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

56. **BONDS**

Bid Bond. Unless specified otherwise in BID specifications, all BIDs shall be accompanied by a bid bond acceptable to the City in the amount of 5% of the total maximum bid. **The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank.** All BID bonds shall be returned to the bidder 10 days after award of contract.

Performance and Payment Bonds. No contract shall be effective until the following performance and payment bonds are furnished: NO PAYMENT OR PERFORMANCE BONDS ARE REQUIRED FOR THIS PROJECT.

When Payment and/or Performance Bonds are required for public works projects, Bidder will execute separate performance and payment bonds upon execution of contract. Each bond shall be in the sum of one hundred percent (100%) of the total contract price, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all subcontractors supplying labor and materials, or furnishing any equipment in the execution of the contract.

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

Bond Requirements: Bids under $50,000.00 will require no bonds. Bids in excess of $50,000.00 but less than $100,000.00 will require bid and payment bonds. Bids in excess

of $100,000.00 will require bid, payment and performance bonds.

57. **DEBARMENT**

By submitting a BID, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

58. **BANKRUPTCY**

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

59. **CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY**

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

60. **PRE-ESTABLISHED CONTRACTS**

The City has access to "Pre-Established Contracts" such as US Communities, State Contract and Local Buying Agreements. The City will evaluate the bid amount with what is offered through these contracts and determine which is the most advantageous to the City.

61. **GOVERNING LAW**

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in the federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

62. **CONFLICT OF INTEREST QUESTIONNAIRE**

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "conflict of interest" questionnaire (attached). Please complete the attached questionnaire and return with the bid specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 914 changed Section 176.006 to read as follows: "(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a

business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1)."

63. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity of state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this BID documentation.

Information regarding how to use the filing application is available at https://www.ethics.state.tx.us/tec/1295-Info.htm. Please follow instructional Video for Business Entities.

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The contract period will begin Monday, March 1, 2021, or the date of City Council award if subsequent thereto, through Thursday, February 29, 2024 or 108 maintenance cycles. The contract will automatically renew for one (1) additional one (1) year period (beginning March 1, 2024), unless written notice to cancel the contract is received 90 days prior to renewal. **Prices must not exceed the BID amount for the entire contract period.**

RENEWAL OPTIONS

The contract will automatically renew for one (1) additional one (1) year period (beginning March 1, 2024). The Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the renewal. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind the renewal and seek a new BID solicitation.

If the primary contractor elects to cancel this contract, the next low contractor will be offered the opportunity to accept the award at the same prices and discounts given in the original BID submitted by that contractor. If both the primary contractor and the next low contractor elect not to accept award of the contract, the contract will be re-BID. The City of Keller reserves the right to re-BID the entire contract if the pricing of the next low contractor appears to be excessive.

USE THIS FORM ONLY
EQUIPMENT LISTING TO BE
USED FOR GROUNDS MAINTENANCE CONTRACT
CITY OF KELLER, TEXAS
****THIS PAGE MUST ACCOMPANY THE BID OR BID MAY BE REJECTED****

ITEM	YEAR	MODEL/MAKE
1		
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CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I acknowledge that by submitting a bid for this project, I am aware of the insurance requirements outlined in these specifications (Number 49-53). If I am awarded the bid, I will comply with all insurance requirements within 10 working days of the bid award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the bid, I understand my bid bond will be forfeited.

_____ _____
Signature Printed name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

Telephone Number: _(____)_____ Date:_____

STATEMENT OF NO BID

Grounds Management Services – Parks, Facility Grounds, Medians and Parkways

BID #21-006

If bidder is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ Date: _____

Signature: _____

The above has declined to submit a BID response for the following reason(s):
(Please check one or all that apply)

_____Specification too "restrictive", i.e., goods offered by our company do not meet stated specifications.
_____Specifications unclear (please explain).
_____We do not offer this commodity and/or service or an equivalent.
_____Insufficient time to respond to the BID.
_____Our schedule would not permit us to perform.
_____Other (please explain).

Remarks:
_____
_____
_____
_____
_____
_____
_____

REFERENCES
ATTACHMENT I

****THIS PAGE MUST ACCOMPANY THE BID OR BID MAY BE REJECTED****

1. Company _____
   Address_____
   Phone_____ Email_____
   Contact_____

2. Company_____
   Address_____
   Phone_____Email_____
   Contact_____

3. Company_____
   Address_____
   Phone_____Email_____
   Contact_____

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Keller BID process. The City of Keller will provide additional clarification of specifications, assistance with BID Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with BID.

COMPANY NAME:_____

REPRESENTATIVE:_____

ADDRESS: _____

CITY, STATE, ZIP:_____

TELEPHONE NO. _____ FAX NO._____

INDICATE ALL THAT APPLY:

_____Minority-Owned Business Enterprise
_____Women-Owned Business Enterprise
_____Disadvantaged Business Enterprise

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

Adopted 06/29/2007

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.