

**CITY OF PILOT POINT  
REQUEST FOR BIDS**

**SEALED BIDS** will be received for the Mowing and Clean-up of Lots for the Code Compliance Department.

**IT IS UNDERSTOOD** that the City Council of the City of Pilot Point, Texas reserves the right to reject any or all Bids for any or all products and/or services covered in this Bids request and to waive informalities or defects in Bids or to accept such Bids as it shall deem to be in the best interest of the City of Pilot Point.

**SEALED BIDS MUST BE** submitted on the forms provided by the City. Each Bid shall be placed in a separate sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

**SUBMISSION OF BIDS:**

Sealed BIDS shall be submitted to:

**ALICE HOLLOWAY  
CITY OF PILOT POINT  
102 EAST MAIN STREET  
PILOT POINT, TEXAS 76258**

**Not later than 11:00 A.M., C.S.T. Friday, March 10, 2017  
MARK ENVELOPE: BID NO. CC-10-03-17**

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**ALL BIDS MUST BE RECEIVED BY THE CITY SECRETARY PRIOR TO OPENING  
DATE AND TIME**



**REQUEST FOR BIDS**

**BID NO. CC-10-03-17**

**Date Issued: February 17, 2017**

**SEALED BIDS TO BE SUBMITTED BEFORE:**

**11:00 AM, C.S.T., Friday, March 10, 2017**

**Disclosure Requirements**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning person doing business or seeking to do business with the City of Pilot Point, including affiliations and business and financial relationships such persons may have with City of Pilot Point staff and/or elected officials.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF PILOT POINT, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name: \_\_\_\_\_

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DATE AND TIME.**

INVITATION FOR BID

BID NO. CC-03-10-16

The enclosed **INVITATION FOR BIDS** and accompanying **SPECIFICATIONS AND PROPOSAL SHEET(S)** are for your convenience in bidding the enclosed referenced Mowing & Clean-up services for the **CITY OF PILOT POINT**. Sealed bids shall be received no later than: Friday, March 10, 2017 at 11:00 A.M., C.S.T.

MARK ENVELOPE:

**Bid No. CC-10-03-17**

RETURN PROPOSAL TO:

**ALICE HOLLOWAY  
CITY OF PILOT POINT  
102 EAST MAIN STREET  
PILOT POINT, TEXAS 76258**

**VENDOR** shall sign or initial each acknowledgement shown on the bid on each page. **BIDS** which are not signed and acknowledged in this manner may be rejected. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in the City Council Chambers, 102 East Main Street, Pilot Point, Texas, on March 10, 2017 AT 11:00 A.M. You are invited to attend.

If you do not wish to bid at this time, but wish to remain on the bid list for this commodity, please submit a "No Bid" by the same time and at the same location as stated for bidding. If a response is not received in the form of a "Bid" or "No Bid" for three consecutive Bids you shall be removed from the bid list. If you wish to be removed from the bid list, or moved to the bid list for another commodity, please let us know. The City of Pilot Point is aware of the time and effort you expend in preparing and submitting Bids to the City. Please let us know of any bid requirements, which are causing you difficulty in responding to our bids. We want to make the process as easy as possible so that all responsible vendors can compete for the City's business. Awards will be made within 30 days after the bid opening date. To obtain bid results or if you have any questions, please contact Alice Holloway at (940/686 – 2165).

## RECITALS

**SCOPE:** The City of Pilot Point seeks bids on Mowing and Clean-Up Services for the City of Pilot Point Code Compliance Department. The purpose of these specifications is to describe the minimum requirements of the City of Pilot Point. This contract is intended for routine and continuous usage.

**REQUIREMENTS:** Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded to the vendor who provides goods or services at the best value for the City. Sections will be considered separately and may be awarded as such.

**WARRANTY:** Bidder shall provide warranty or guarantee offered for product if available.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the City of Pilot Point, in determining best value for the City, we can consider:

- The purchase price
- The reputation of the bidder and bidder's services.
- The quality of the bidder's goods or services.
- The extent to which the goods and services meets the City's needs.
- The bidder's past relationship with the City.
- The impact on the ability of the City to comply with laws and rules relating to contracting with underutilized businesses (HUB) and non-profit organizations employing persons with disabilities.
- The total long-term cost to the City to acquire the bidder's goods and services.
- Any relevant criteria specifically listed in the request for bids or proposals.

The Pilot Point reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Pilot Point.

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

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as

meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

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

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

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

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

**AWARD OF CONTRACT:** Contract (s) may be awarded to the contractors who provide goods or services at the best value for the City of Pilot Point. The City of Pilot Point reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Pilot Point.

**CONTRACT TERMINATION:** The City of Pilot Point reserves the right to terminate this contract for any reason by notifying the contractor in writing and stating effective date of termination.

**TERM OF CONTRACT:** Any contract resulting from this bid shall be effective for 1 (one) years beginning upon Council approval.

## **BID SPECIFICATIONS:**

### **MOWING AND CLEANUP SERVICES**

#### **1. SCOPE:**

The City of Pilot Point requires that owners of all properties within the city limits of Pilot Point maintain their property such that grass and weeds do not exceed a height of twelve (12) inches. Occasionally, the City finds it necessary to employ the services of an outside contractor to bring into compliance properties on which the vegetation has exceeded this height and been deemed in violation of City Code. This work is performed in accordance with work orders issued by the City's Code Enforcement Officer or his/her designee, as authorized by City Code. Such enforcement work shall be completed to the satisfaction of the City within five (5) business days of notification by the City.

Services provided are to include mowing, edging, trimming, and junk, trash, and debris removal. The properties to be serviced under this contract will be located in the City of Pilot Point's corporate limits and will be identified by the City's Code Enforcement Officer or his/her designee as requiring service.

#### **2. GENERAL INFORMATION:**

All work assignments are issued on per lot basis. The task(s) to be completed at each lot is determined by the Code Compliance Officer. The Contractor shall obtain and pay for any permits, licenses, etc. required by the City. The Contractor will be required to accomplish clean-up of lots within the allotted time, as per contract after receiving authorization from the City. If bad weather prevents clean up, the Contractor shall request approval from the City of Pilot Point for an extension to the contracted cleaning days and will be granted an extension at the discretion of the Code Compliance Officer.

Failure of a Contractor to complete a work assignment within the allotted time, (5) five days from the date the lot is assigned or failure to perform satisfactory work shall be sufficient cause to terminate this agreement for breach of contract.

#### **3. EQUIPMENT**

The Contractor shall have clean-up and mowing equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient clean-up and mowing equipment and workforce to complete work assignments in a timely manner. All tractors shall also be equipped with the appropriate mowing attachments (rotary cutting mowers). The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass. All clean-up and mowing equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have hand mowers, weed eaters, and other related clean-up and mowing equipment available to complete the assigned lot(s). The City reserves the right to prohibit the Contractor from working with a piece of equipment the Code Compliance Official deems to be a danger to the Contractor or the general public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this Contract is sufficient for the services required herein. Additionally, the Contractor shall maintain or have immediate access to adequate backup clean-up and mowing equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment, as determined by the Code Compliance Official, shall be deemed a breach of this Contract.

#### **4. INSURANCE REQUIREMENTS:**

Contractor shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, volunteers, employee's or subcontractors. Bidder shall include certificate of insurance with the Invitation to Bid, or prior to award of Bid.

- a. Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Contractor's insurance and shall not contribute to it. Furthermore, Contractor shall include all subcontracts, agents and assigns as additional insured's under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverage for subcontractors, subcontracts and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

- a) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$500,000 per each person, \$500,000 per each occurrence/aggregate; Property Damage \$500,000 per each occurrence;
- b) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

#### **5. CONTRACTORS RESPONSIBILITIES:**

**5.1 Mowing:** All Mowing Work Orders shall require the Contractor to provide the services of mowing, edging, and trimming on the assigned Property; as well as picking up and removing all litter and miscellaneous small debris from the Property prior to mowing. The grass shall be maintained/mowed to an approximate height of three (3") inches maximum. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the assigned Property.

**5.2 Survey/Job Assessment:** The Contractor shall be prepared to perform contractual services upon receiving notification of an assigned Property by the Code Compliance Official. The Contractor shall be responsible for identifying and performing the services requested on the correct Property.

#### **6. INSPECTION:**

All work performed must be satisfactory to the City of Pilot Point and comply with all requirements of the ordinance of the City. The Code Compliance Officer shall have the right to inspect any or all of the facilities, areas or equipment owned, leased or otherwise used by or in the care, custody or control of the Contractor. Such inspections may be related to, but are not limited to, verification of work Orders or conditions, safety, damages, or operational interests.

#### **7. DAMAGES:**



Any damages to property that are the fault of the Contractor, such as rutting property and/or fence damage, shall be the responsibility of the Contractor to make whole again at Contractor's expense.

#### **8. COMPENSATION:**

An invoice for the work performed and completed shall be submitted to the City as specified herein, along with the required documentation, on or by the Invoice date. Any payment required herein to be made by the City shall be paid within thirty (30) days after receipt of an invoice or thirty (30) days after receipt of the services, whichever is later. All invoices must specifically indicate the properties for which the City is being charged, the type of work performed, and details and documentation of any pre-authorized additional compensation requests.

**8.1 Independent Contractor:** It is expressly agreed and understood by both parties hereto that the Contractor is an independent contractor in its relationship to the City of Pilot Point. Nothing herein contained at any time or in any manner shall be construed to affect an agreement of partnership or joint venture or render any party hereto the employer or master of the other party and/or its employees, agents, or representatives.

**Bid Form**



\_\_\_\_\_  
*Agent's Name*

\_\_\_\_\_  
*Agent's Title*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City*                      *State*              *Zip*

\_\_\_\_\_  
*Telephone No.*

\_\_\_\_\_  
*Email Address*

**BID TITLE:**

**MOWING AND CLEAN-UP SERVICES**

**BID NUMBER:**

**CC-10-03-17**

**BID OPENING DATE:**

Friday, March 10, 2017, 11:00 A.M., C.S.T.

LATE BIDS WILL NOT BE CONSIDERED.

***DESCRIPTION***

Annual clean-up and mowing contract for the Code Compliance Department: All rates include pick-up, removal, disposal, landfill, labor, materials, equipment usage, travel cost and fees required to complete the requested services.

<b><u>Description</u></b>	<b><u>Lot Size</u></b>	<b><u>Bid Price</u></b>
Base price for mowing and weed eating of properties that are no more than 18" in height on average, includes clean up and disposal of small debris.	"Small Lot" (Up to .25 Acre)	\$ _____
Base price for mowing and weed eating of properties that are over 18" in height on average, includes clean up and disposal of small debris.	"Small Lot" (Up to .25 Acre)	\$ _____
Base price for mowing and weed eating of properties that are no more than 18" in height on average, includes clean up and disposal of small debris.	"Medium Lot" (.26 to .50 Acre)	\$ _____
Base price for mowing and weed eating of properties that are over 18" in height on average, includes clean up and disposal of small debris.	"Medium Lot" (.26 to .50 Acre)	\$ _____

Base price for mowing and weed eating of properties that are no more than 18" in height on average, includes clean up and disposal of small debris.	"Large Lot" (.51 to 1.0 Acre)	\$ _____
Base price for mowing and weed eating of properties that are over 18" in height on average, includes clean up and disposal of small debris.	"Large Lot" (.51 to 1.0 Acre)	\$ _____
Base price for mowing and weed eating of properties that are no more than 18" in height on average, includes clean up and disposal of small debris. (Price quoted per acre)	1.0 Acre or Greater (Based on that portion (area) of the lot to be mowed)	\$ _____/acre
Base price for mowing and weed eating of properties that are over 18" in height on average, includes clean up and disposal of small debris. (Price quoted per acre)	1.0 Acre or Greater (Based on that portion (area) of the lot to be mowed)	\$ _____/acre

The following bid is made for furnishing the materials/services for the city of Pilot Point, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CONTACT PERSON (Must have knowledge of Bid)

\_\_\_\_\_

BILLING ADDRESS

STREET

CITY

STATE

ZIP

---

MAILING ADDRESS

STREET

CITY

STATE

ZIP

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PHONE NUMBER (metro/toll free)

FAX NUMBER

E-MAIL ADDRESS