



REQUEST FOR BID

2020-RFB-0001

Mowing and General Cleanup Services

**Request for Bid Mowing and General Cleanup Services
RFB # 2020-RFB-0001**

For the Period January 1, 2021, through December 31, 2023

**Pre-Bid Meeting December 7, 2020
11:00 AM**

Deadline for Questions December 9, 2020

**City of Waxahachie, Texas – City Hall, 401 South Rogers Street,
Waxahachie, Texas 75165**

**Bid Due Date December 16, 2020
3:00 PM**

Summary Outline

1. General Information	
1.1. Introduction	7
1.2. Notice to Bidders	7
1.3. Delivery to Bidders	7
1.4. Mandatory Pre-Bid Conference	7
1.5. Right to Reject	8
1.6. Bidder Contact with City	8
1.7. Bid Content as Basis for Contract	8
1.8. Incurring Costs	8
1.9. Late Bids	9
1.10. Withdrawal and Modifications of Bids	9
1.11. Assignment of Interest	9
1.12. Insurance Requirements	9
1.13. RFB not an Offer	10
1.14. Cost Criteria	11
1.15. General Provisions	11
1.16. Bidder Qualifications	12
2. Scope of Services	12
3. Service Estimates	13
4. References	13
5. Purchase Orders and Payments	13
6. Bid Signatures	14
7. Exhibit	16

1. General Information

1.1. Introduction

The City of Waxahachie (“the City”) hereby requests bids to provide mowing services for the abatement of high weeds on developed and undeveloped privately owned properties, City rights of way and to perform general site cleanup service on developed and undeveloped privately owned properties, and on City rights of way. This Request for Bid (“RFB”) contains a description of the service requirements that a Bidder shall meet to be considered for award of a contract. This RFB includes instructions for submissions of bids, which should be followed to be considered hereunder. The term for this project is to be 36 months with two 12 month renewal options after the initial 36 months has elapsed.

1.2. Notice to Bidders

Sealed bids will be received by the City of Waxahachie, Texas (“the City”), at the City Hall, 401 South Rogers Street, Waxahachie, Texas 75165 no later than 3:00 P.M. CST on December 16, 2020, at which time the names of the Companies providing Bids will be read out publicly for the Mowing and cleanup services RFB #2020-RFB-0001. Prices will be read aloud when the bids are opened publicly. All Bids must be prepared and signed by the bidder in the form attached hereto. **THESE INSTRUCTIONS MUST BE INCLUDED IN THEIR ENTIRETY WITH EACH PAGE INITIALED BY THE BIDDER.** All blank spaces in each Bid Form together with appropriate schedules must be completed in full in ink or typewritten.

1.3. Delivery of Bids

One original must be submitted in a sealed envelope. Any bid received after the stated closing time will be deemed nonresponsive. No results will be made available when bids are submitted to the City. The outside of the envelope should be marked:

Attention: City Secretary’s Office, 401 South Rogers Street, Waxahachie, Texas 75165
“Mowing and Cleanup Services Bid RFB #2020-RFB-0001”

Bidder’s Name

Contact Person and email address

Bidder’s Address

Bidder’s Telephone Number

1.4. Mandatory Pre-Bid Conference

A mandatory pre-bid conference has been scheduled for 11:00 a.m. CST, December 7, 2020, at the City Hall, 401 South Rogers Street, Waxahachie, Texas 75165. All vendors desiring to be considered for contracting with the City for this service must attend the pre-bid conference (either in person or attending the Zoom meeting). **Any vendor failing to attend the pre-bid conference will be disqualified from consideration.**

1.5. Right to Reject

Until the final award by the City, the City reserves the right to reject any and/or all bids, to waive technicalities, and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a bid are the sole responsibility of the bidder.

1.6. Bidder Contact with the City

To ensure an objective, orderly award process that provides all potential bidders an equal opportunity to compete for and win city business, the following requirements will be enforced during the bid process:

All communication with the City regarding the RFB are to be communicated through Ms. Cherise De Los Santos, Purchasing Manager, Phone 469-309-4165, cdelossantos@waxahachie.com.

Deadline for questions will be December 9, 2020.

Replies to all information pertinent requests will be sent in the form of an addendum to all who attend the mandatory pre-bid conference. No direct contact with or lobbying of city management, or the Waxahachie City Council will be permitted during the RFB process or after the RFB is released to the public.

No gifts, lunches, or other gratuities will be accepted by the City during the RFB process. Vendors not complying with the above requirements will be disqualified from consideration.

1.7. Bid Content as Basis for Contract

The information contained in the selected bid will be used as the basis for the resulting contractual agreements. However, no contractual agreement shall exist between the successful bidder and the City unless and until an agreement has been fully set forth in writing and signed by authorized representatives of the parties hereto.

1.8. Incurring Costs

All costs associated with the preparation and submission of a bid is the responsibility of the Bidder. These costs shall not be chargeable to the City by the successful or unsuccessful bidder. All bids and bid materials become the property of the City and will not be returned except in the case of a late submission. The City is not liable for any cost incurred by any Bidder prior to signing of the Contract by all parties.

The prospective Bidder should realize that payments in any given year are contingent upon the enactment of legislative appropriations. The City will make monthly payments within thirty (30) days receipt of accurate invoice. No lump sum payments will be made for the full contract. The successful Bidder will ensure that the correct mailing and remittance addresses are on file with the City. All prices quoted by the Bidder for this procurement will be the maximum prices for the duration of the contract. All hourly prices quoted by the Bidder will be the maximum hourly price for the duration of the contract. No price increases will be permitted.

1.9. Late Bids

Any bid received after the date and/or hour set as the submission deadline will be returned unopened. If bids are submitted by mail to the City Secretary, the Bidder shall be responsible for actual delivery of the Bid to the City Secretary before the submission deadline. If mail is delayed either in the postal service or in the internal mail system of the City beyond the date and hour set for the submission deadline, bids thus delayed will not be considered and will be returned unopened.

1.10. Withdrawal and Modification of Bids

Bids may be withdrawn or modified at any time prior to the official submission deadline. In order to guarantee authenticity, the Bidder must initial any modifications made prior to the deadline. After the official opening, bids become the property of City and may not be amended or modified.

1.11. Assignment of Interest

The successful Bidder may not assign its rights and duties under an award without the written consent of the City. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

1.12. Insurance Requirements

Insurance is required to be carried throughout the term of this contract and filed with the City by the awarded bidder. Prior to approval of this contract by the City, the awarded Bidder shall furnish a completed Insurance Certificate to the City Secretary's Office, located at 401 S. Rogers Street, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon. The City shall not have duty to pay or perform under this contract or agreement until such certificate has been delivered to the City Secretary's Office. The awarded Bidder shall be required to obtain and maintain in full force and effort insurance coverage written by companies approved by the State of Texas and acceptable to the City in the following types and amounts, at minimum:

<u>Type</u>	<u>Amount</u>
1. Comprehensive General (Public)	<u>Bodily Injuriy:</u>

Liability- to include (but not limited to) the following:

\$250,000 per person
\$500,000 per occurrence
and

Property Damage:

a. Premises/operations

b. Independent Contractor

\$100,000 per occurrence
or

C. Personal injury liability
Contractual liability (insuring
Indemnity provision within
this contract)
AND, where the exposure exists,
Coverage for:

Combined Single Limit for
Bodily Injury and
Property Damage:\$500,000

d. Products/Completed operations

e. Explosion, Collapse and
Underground Property Damage

2. Comprehensive Automobile Liability -
Injury: to include coverage for:

Bodily

a. Owned/Lease Automobiles

\$250,000 per person

b. Non-owned Automobiles

\$500,000 per occurrence

C. Hired Cars

And

Property Damage:

\$100,000 per occurrence

OR

Combined Single Limit for Bodily Injury and Property Damage:

\$500,000

Statutory \$500,000 per occurrence

3. Worker's Compensation and
Employer's Liability
(where required by state law)

1.13. RFB Not an Offer

This RFB contains no contractual offer of any kind. Any bid submitted will be regarded as an offer by the Bidder and not an acceptance by the Bidder of any offer by the City. No contractual relationship will exist

except pursuant to a written contract document(s) signed by City and the Bidder. The City further reserves the right to terminate this RFB process, at its sole discretion, for any reason or no reason. Should the City terminate this RFB process, all Bidders will be notified in writing.

1.14. Cost Criteria

All fees should be listed in the appropriate Bid Fee Summary worksheet Appendix A - Pricing. The City will assume that all services and products are included in the fees listed. If there are separate charges for certain services or products, please list them separately.

1.15. General Provisions

Bidders may be disqualified and rejection of bids may be recommended by the City for any (but not limited to) of the following causes:

- Lack of signature by an authorized representative on the bid documents;
- Failure to properly complete the bid;
- Unauthorized alteration of bid documents;
- Lack of appropriate qualifications and experience relative to the size and scope of the work proposed;
- Unsatisfactory performance; or
- Failure to complete projects

The City reserves the right to waive any minor informality or irregularity. If a contract is to be awarded, it will be awarded to the lowest, responsive and responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.

Upon acceptance and approval this bid effects a working contract, for the period designated or until completion of specified job, between the City of Waxahachie and the successful bidder. The Contractor shall act as independent contractor and shall in no sense act as agent or servant of the City of Waxahachie. The Contractor shall furnish and pay for all labor, tools, machinery, materials, insurance, permits and any other incidentals necessary to perform a turnkey job in compliance with the specified requirements. The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of the public, and shall comply with all applicable provisions of Federal, state and municipal safety laws. All equipment and machinery used in performance of this contract shall be in good working order at all times.

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than

One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract. Please complete the Texas Government Code 2270 Verification Form (EXHIBIT A) if applicable. In addition, all Bidders must complete Exhibit B – Conflict of Interest Questionnaire.

1.16. Bidder Qualifications

To demonstrate qualifications to perform the scope of services described in this document, each Bidder must be prepared to submit within five days of the City of Waxahachie's request; written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each bid must contain evidence of the Bidder's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract. In determining a bidder's qualifications, the following factors will be considered:

Work previously completed by the bidder and whether the Bidder:

- Maintains a permanent place of business;
- Has paid or settled all claims for payment promptly;
- Has appropriate experience;
- Has job references for work of similar size and scope to the project bid herein; and
- Satisfactory performance and completion of comparable projects

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No Bid will be accepted from any Bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work.

2. Scope of Services

The City of Waxahachie is seeking sealed bids from qualified service providers for the purpose of 1) performing mowing services; and 2) performing general site cleanup services. Mowing services may be related to nuisance or code violation abatement or to general maintenance and upkeep. Mowing services may be performed on, but are not limited to, the following:

- Developed lots;
- Undeveloped lots
- Raw acreage
- Rights of way
- Private property
- City owned property

Site cleanup services may be performed on any of the aforementioned types or properties and may include, but are not limited to, the abatement or collection of the following:

- Illegal dumping;
- Storm debris;
- Brush and yard clippings
- Limbs;
- Trash
- Boarding up windows/doors on vacant single family dwellings

The awarded service provider will be required to utilize the City's waste collections service provider's dumpsters or roll-off containers if such containers are required to perform a job. Such costs should be reflected in the hourly rate for general site cleanup and should not be billed separately to the City.

Abatement service requests will be emailed to vendor and completed within 5 business days of receipt. Before and after photos showing date/time stamps are required to be submitted when service requests have been rendered. Vendor shall email notification with photos at the completion of the abatement. City staff will then verify work has been completed prior to issuing payment.

3. Service Estimates

The following figures are estimates only and do not guarantee or constitute a baseline of work for these services. Work orders will vary annually and are subject to annual appropriations by the City.

SEE 'EXHIBIT A' FOR SERVICE ESTIMATES

4. References

The City will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist in fully evaluating the Service Provider. All reference checks must show the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of three (3)** references from current and recent clients of similar size and scope.

5. Purchase Orders and Payments

Unless otherwise requested by City, invoices shall be rendered separately for each delivery and cover not more than one work order. Each invoice shall include, at minimum, the following:

- Company name, address, and telephone number;
- City of Waxahachie purchase order number;
- Itemized description of the work performed, with the associated charges and applicable rates;
- Date service was rendered;

- Invoice total;
- Company remit to address;
- Before and after images of the work performed with Date/time stamps

Complete and accurate information is required for timely payment. If an invoice contains errors or fails to include required information, a corrected invoice should be submitted for payment or possible payment delay will be incurred. Invoices should be emailed to mherrera@waxahachie.com. Payment shall be made within thirty (30) days of receipt of correct invoice. All invoices are subject to adjustment for errors, defects in service or failure to meet the requirements of the work order. In the event City disputes with the awarded bidder any amounts, in whole or in part, attributable to an invoice, or if an invoice is prepared or submitted incorrectly or without proper supporting documents, the City shall not be obligated to pay the disputed amount to the awarded bidder until said dispute is resolved. The City will notify the awarded bidder of any amounts in dispute and/or the reason(s) the invoice is not acceptable.

The awarded bidder hereby agrees the goods will be produced in compliance with the Fair Labor Standards Act. Any assignment of any portion of the scope of work described in this document by the awarded bidder without the prior written consent of the City is prohibited and shall be void. The awarded bidder shall not subcontract any part of this scope of work without the City's consent. The awarded bidder shall comply with all applicable federal, state and municipal laws, codes, regulations and ordinances and pay all fees, licenses, taxes, including sales and use taxes, and expenses required by such compliance in respect to the Goods performance of this Order. The City of Waxahachie is a governmental agency and claims exemption from payment of Sales and Use taxes under Sections 151.309, 321.207, and 321.208, Texas Tax Code.

6. Bid Signatures

I, the undersigned agent for the firm named below, certify the information has been reviewed by me and the following information furnished is true to the best of my knowledge.

CONTRACTOR:

Firm Name: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Tax Identification Number: _____

Signature: _____

Date: _____

IF JOINT VENTURE:

Firm Name: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Tax Identification Number: _____

Signature: _____

Date: _____

7. Exhibit A

Service Type (Year 1)	QTY	Price	
		Undeveloped	
Mowing less than 1/4 AC up to 1/2 AC	140		
Mowing 1/2 AC up to 1 AC	5		
Mowing 1 AC + (per Acre)	40		
Cleanup (per hour)	300		
Boarding Windoors/Doors etc. (per opening)	x	x	
Service Type (Year 2)			
Service Type (Year 2)	QTY	Price	
Mowing less than 1/4 AC up to 1/2 AC	150		
Mowing 1/2 AC up to 1 AC	7		
Mowing 1 AC + (per Acre)	45		
Cleanup (per hour)	340		
Boarding Windoors/Doors etc. (per opening)	x	x	
Service Type (Year 3)			
Service Type (Year 3)	QTY	Price	
Mowing less than 1/4 AC up to 1/2 AC	160		
Mowing 1/2 AC up to 1 AC	9		
Mowing 1 AC + (per Acre)	50		
Cleanup (per hour)	380		
Boarding Windoors/Doors etc. (per opening)	x	x	
		TOTAL	

QTY	Price	
	Developed	
30		
2		
1		
10		
60		
Service Type (Year 2)		
QTY	Price	
35		
3		
2		
12		
70		
Service Type (Year 3)		
QTY	Price	
40		
4		
3		
14		
80		
		TOTAL

Base 3 Year Contract Total

Service Type (Year 4) Optional	QTY	Price	
		Undeveloped	
Mowing less than 1/4 AC up to 1/2 AC	160		
Mowing 1/2 AC up to 1 AC	9		
Mowing 1 AC + (per Acre)	50		
Cleanup (per hour)	380		
Boarding Windoors/Doors etc. (per opening)	x		x

QTY	Price	
	Developed	
40		
4		
3		
14		
80		

Service Type (Year 5) Optional	QTY	Price	
		Undeveloped	
Mowing less than 1/4 AC up to 1/2 AC	160		
Mowing 1/2 AC up to 1 AC	9		
Mowing 1 AC + (per Acre)	50		
Cleanup (per hour)	380		
Boarding Windoors/Doors etc. (per opening)	x		x
TOTAL			

QTY	Price	
	Developed	
40		
4		
3		
14		
80		
TOTAL		

Optional Year 4 & 5 Total