



Invitation to Bid (“ITB”)
Mowing, Maintenance, & Cleanup Services
 BID NO. 21-007

EVENT	DATE
Issuance of ITB	Tuesday, March 9, 2021
1 st Publication Date	Tuesday, March 9, 2021
2 nd Publication Date	Tuesday, March 16, 2021
*Pre bid meeting @ 2 P.M	Thursday March 18, 2021
Question deadline @ 5 P.M.	Monday, March 22, 2021
Electronic submission Request @ 12 P.M.	Tuesday, March 23, 2021
Bid Opening @ 2 P.M.	Wednesday, March 24, 2021
Council Consideration/ Award	Thursday, April 8, 2021

***Non-mandatory** Pre-bid meeting is scheduled to discuss the City's requirements under this ITB. While attendance is at the discretion of the BIDDER, BIDDERS who do not attend will be deemed to have attended and to have received the information provided at that time. **March 18, 2021 at 2:00 P.M., Room 1C, City Hall, Brenham, TX.**

INTENT

The City of Brenham requests bids for an annual contract to provide mowing services and grounds maintenance for certain City buildings and public properties including lots, alley/easements, medians, rights-of-way, and parking lot areas. The Contract will also provide mowing and clean-up services for private properties within the City limits and in violation of City Code.

SECTION I: INSTRUCTIONS TO BIDDERS

1. INFORMATION

For the purposes of this bid, specifications and other information are provided as follows:

- Section I – Instructions to bidders
- Section II – Terms and Conditions of Contract
- Section III – Performance Requirements (all properties)
- Section IV – City Properties
- Section V - Code Violation Properties
- Section VI - Terms and Conditions for Invitation to Bid

Bidders are required to bid on BOTH SECTIONS of the bid as shown on the Bid Form beginning on p. 22.

2. QUANTITY

Quantities indicated in this bid are estimated and are not to be construed as a firm dollar obligation to the City. The amounts or services ordered may be greater or less than the estimated quantity. Code Enforcement mowing and cleanup takes place strictly on an as-needed basis and cannot be estimated.

3. PRICING

Pricing is requested per mowing and maintenance cycle for each location or type of property described in these specifications. Pricing shall remain firm for the duration of the contract.

4. TERM OF CONTRACT

The contract shall remain in force and effect for a period of three (3) years, beginning the date of award of contract. Upon completion of the term of the original contract and with mutual agreement of both parties, the contract may be extended for up to two (2) additional one-year terms five (5) years total), under the terms and conditions of the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

5. BID DUE DATE

Bidders shall submit one (1) original and one (1) copy of their bid on the Bid Submission Form provided by the City. The original bid must be clearly marked “Bid for ITB No. 21-007” and include an original signature, in ink, in order to be accepted. Bids must be received in the City Secretary’s Office no later than 2:00 p.m. (CST) on Wednesday, March 24, 2021. It is the Bidder’s sole responsibility to assure that the bid is delivered in a timely fashion. Bids received after this time will be rejected and returned unopened. There will be no public opening; however, the name of each bid received will be read aloud for public record. Any bid received after 2:00 p.m. on March 24, 2021 shall not be considered.

Bids should be prepared simply, providing straightforward, concise description of the Bidder’s approach and capabilities necessary to satisfy the requirements of the ITB. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the bid should be on completeness, clarity of content and adherence to the presentation structure required by the ITB.

Bids shall be delivered using one of the following methods:

<u>Hand-deliver to:</u>	<u>Mail to:</u>	<u>Ship to (FedEx, UPS, DHL, etc.):</u>
200 W. Vulcan Street Suite 203 Brenham, TX 77833	P.O. Box 1059 Brenham, TX 77834-1059 ATTN: City Secretary	200 W. Vulcan Street Brenham, TX 77833 ATTN: City Secretary

Due to COVID-19, the City will accept electronic bids via download into a secure electronic depository. Bids submitted by e-mail will not be accepted. If a Proposer would like to submit electronically, they must notify the City no later than **12:00 p.m. on Monday, March 22, 2021.**

Notifications for electronic submissions must be sent to Kyle Branham, Purchasing and Fleet Supervisor, P. O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to kbranham@cityofbrenham.org. All e-mails must indicate “ITB No. 21-007 – Electronic Submission Request” in the subject line. It is the sender’s responsibility to verify receipt of email; read receipt is acceptable.

6. PRE-BID MEETING

A non-mandatory pre-proposal conference will be held on Monday, February 18, 2021 at 2:00 P.M. in Room 2A of City Hall, 200 W. Vulcan St., Brenham, Texas. Although attendance is not required as a condition for submitting a proposal, interested respondents are strongly urged to attend.

7. FORM

Bid must be submitted on this form only. **Bidders are required to submit one (1) Original and one (1) copy.** All bids must be itemized with prices extended when practical. **Bidder must return an entire original bid document with bid or proposal.**

8. REQUIRED DOCUMENTS

Bidders must include the following documents:

- (a) Bid Form, pages 22-27, including
- (b) Bidder Information and References, pages 23-24
- (c) Signature, where indicated must be original and in ink. Facsimile or photocopied signature on original bid will not be accepted.

9. BIDDER INFORMATION AND REFERENCES

Submitted bids shall include the information requested on pages 23-24 of this bid document. Additional sheets may be attached as needed to provide complete information.

10. ACCEPTANCE

The City of Brenham reserves the right to accept or reject any or all bids, to waive informalities, and to accept the offer considered most advantageous in order to obtain the **best value** for the City. Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of bids may be recommended for any of, but not limited to the following causes: 1) Failure to use the bid form furnished by the City; 2) Lack of signature by an authorized representative on the bid form; 3) Failure to properly complete the bid; 4) Evidence of collusion among bidders; 5) Omission of uncertified person or company check or bid bond (if required); or 6) Unauthorized alteration of bid form. Owner reserves the right to waive any minor informality or irregularity.

11. AWARD

Bid may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the extent to which the goods or services meet the City's needs;
- d. the bidder's past relationship with the City;
- e. impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- f. the total long-term cost to the City to acquire the bidder's goods or services; and
- g. any relevant criteria specifically listed in this invitation for bid.

Bids will be awarded on an all or none basis. In the event of any discrepancy between unit and extended prices, the unit price prevails.

12. ADDENDA

No person has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at www.cityofbrenham.org/finance/purchasing. It shall be the responsibility of interested bidders to check the website for addenda up to the bid submission deadline.

13. **CONTACT**

If any other information is needed concerning these specifications, please contact:

Kyle Branham
Purchasing & Fleet Supervisor
City of Brenham
200 W. Vulcan St.
Brenham, TX 77833
P.O. Box 1059
Brenham, TX 77834-1059
kbranham@cityofbrenham.org
Phone: 979-337-7537

SECTION II: CONTRACT TERMS AND CONDITIONS

1. **GENERAL TERMS AND CONDITIONS**

General Terms and Conditions for Invitations for Bid from the City of Brenham may be found in Section VI of this document and in “EXHIBIT A”. Should any contradiction be found to exist between those terms and conditions and the body of this ITB, the EXHIBIT A will prevail.

2. **INDEMNITY**

The Contractor agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Contract.

3. **H.B. 1295 COMPLIANCE**

The Awarded Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract 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.

Compliance with the law requires that the awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed and submitted to the contracting government entity

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

4. **CHAPTER 220 COMPLIANCE**

The Awarded Vendor for the contract shall comply with the requirements of Subtitle F, Title 10, Government Code Chapter 2270 and shall be required to provide conformation that the Vendor:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Beaumont, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the required confirmation within five (5) working days thereafter. Confirmation shall, by reference, be included as a part of the contract.

4. **INSURANCE**

The awarded contractor shall obtain insurance as specified in Attachment "A" of this ITB and shall maintain coverage in full effect through the duration of the contract. Certificates of Insurance shall be provided to the City within five (5) working days of formal notice of award by the City.

SECTION III: PERFORMANCE REQUIREMENTS

1. CONTRACTOR OPERATIONS

Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Brenham, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.

1.01 Contractor shall work at the direction of City Representative(s) who will monitor and inspect the work of this Contract to determine its acceptance or rejection.

1.02 Contractor must provide a valid telephone number to our City Representative. The telephone must be answered during normal working hours.

1.03 Contractor shall give his personal supervision to the work or shall have a competent supervisor on the job site at all times during the process of work, with authority to act for him, and be available for consultation with the City Representative. During each cycle, prior to the completion of the scheduled maintenance, a site inspection with the Contractor's Supervisor and the City Representative may be required. Site inspections shall not be scheduled later than 2:00 P.M.

1.04 Contractor shall keep sufficient equipment and labor on hand to perform the maintenance requirements outlined in this proposal. Shortage of labor or equipment will not be considered a valid reason for noncompliance.

1.05 Contractor shall park vehicles and equipment off City streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside lane of any street. Any vehicle or equipment parked in the far right lane of any street shall have on safety flashers. The area behind the parked unit must be closed off with safety cones spaced ten (10) feet apart and a minimum of fifty (50) feet behind the unit. Vehicles shall be clearly identified with the Contractor's company name and telephone number.

1.06 Contractor shall utilize far right lanes while going from median to median. Under no circumstances will Contractor travel in far-left lane going from median to median.

1.07 All Contractor's employees performing work under this contract shall at all times, present a professional and courteous image to the public. Each employee shall wear a company uniform and appropriate safety gear, including fluorescent vests.

2. RESPONSIBILITIES OF THE CITY OF BRENHAM

2.01 City will provide Representative(s) to direct all work under this contract on the City Manager's behalf. Representative will provide information and direction concerning work specifications, scheduling, inspections, weather work stoppage and non-conforming work. Phone numbers will be provided to contractor by which City Representative(s) may be reached during regular working hours.

2.02 City reserves the right to increase or decrease mowing cycles as needed and to completely eliminate specific work sites or properties if it is in the City's best interests.

3. GENERAL CONDITIONS

3.01 Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the approval of the City. The Contractor shall obtain and pay for any and all permits, licenses, dumping and/or disposal fees, etc., required to fulfill this contract. All federal, state and local laws and ordinances shall be adhered to.

3.02 All wages, taxes, and worker's compensation of all contract employees shall be paid by the Contractor.

3.03 The City of Brenham will not be liable for and hold any loss or damage sustained by the Contractor. The Contractor shall save the city of Brenham whole and harmless from any and all claims for damage of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whomever, growing out of or resulting from or in any way connected with the job. Contractor will exercise every necessary precaution for the safety of the property and protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner.

3.04 Contractor shall maintain insurance coverage as specified in Section V in full force and effect for the term of the contract. Certificates of insurance, as specified in Section V must be submitted to the City within five (5) working days of date of award of Contract.

3.05 Work not completed on time within the requirements of this contract will be considered non-conforming. Inspected work found to be below the standards established in this Contract will be considered non-conforming and the Contractor will be required to repeat or repair to the acceptable standard. Contractor shall complete such remedial work within three (3) business days after notice from City Representative(s). Failure to repair or subsequently improve upon non-conforming work shall be noted and discussed with Contractor and may result in termination of the Contract. Should the Contractor fail to perform remedial work within the time limits set forth in this paragraph, the City will right to have work completed independently of the Contractor and at the Contractor's expense.

SECTION IV: SPECIFICATIONS FOR CITY PROPERTIES

1. WORK LOCATIONS

City properties to be mowed and maintained under this contract are listed on the Bid Form and shown on the maps included in this document as “EXHIBIT B”. Areas highlighted on the maps are to be mowed approximately 32 times per year or as necessary, with the following exceptions:

- Highway 290 & FM389. This area is to be mowed twelve (12) times per year.
- Library and Serenity Garden. Services as shown on the chart on page 10.
- 1800 Longwood Dr. Jasmine Bed. April-October. Trim Edges on curb once per month. Lower height to 6”-8” every other month.
- Prairie Lea- Shred approximately 12 times per year. Shred when height reaches 24”.

Properties, lots, or areas to be mowed for Code Enforcement shall be as required and assigned by the City representative.

2. WORK SCHEDULE

Mowing and maintenance shall be performed Monday through Friday unless directed otherwise. No work shall be performed on holidays. Work hours are between 7:00 A.M. and thirty (30) minutes prior to dusk. Mowing season for the purposes of this contract shall be January through December.

3. MOWING, TRIMMING, AND EDGING

Mowing of specified areas shall include the cutting and trimming of all weeds and grasses within each area. Mowing and maintenance, once started shall be a continuous operation per property, lot, or site; interrupted only by weather, holidays, or as directed.

3.01 A maximum cutting height of 2.5 inches is required. Bruising or rough cutting of grass is not permitted. Mowers shall be adjusted and operated so that grass is cut at a uniform height.

3.02 Litter shall be removed by the contractor prior to mowing. Litter shall include, but not be limited to, bottles, cans, paper, plastic, brush, tree limbs, etc., which are not intended to be part of the landscape. Shredding of litter should be avoided, but must be removed on the same day as mowing if it occurs.

3.03 Clippings shall not be blown or allowed to fall onto streets or roadways. Excessive clippings must be removed from the site after each mowing and properly disposed of.

3.04 Trimming shall include, but is not limited to, cutting or removal of plant material adjacent to or under structures, trees, poles, signs, fences, etc. Contractor is also responsible for removal from all weeds and grass from expansion joints and cracks in all asphalt and concrete surfaces.

3.05 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.

3.06 All edges shall be neatly edged (curbs and sidewalks) after each cutting. All material dislodged by edging must be removed from site.

3.07 Contractor will be responsible for any damage done to plant material or other property during maintenance operations. Contractor will be responsible for replacements of all trees, shrubs, and ground covers destroyed by him or his employees.

3.08 Any damage done to irrigation heads shall be immediately repaired by the Contractor at his expense.

3.09 Parks Department personnel will be responsible for caring and watering of flowering plants, shrubs, trees, etc., and for other landscaping.

3.10 Contractor shall mow assigned properties at the fixed bid rate irrespective of any obstacles to mowing such as gas stubs, utility poles, fences, rocks, boulders, and other debris or un-level ground.

4.0 Library and Serenity Garden

4.01 All services for the Nancy Carol Roberts Memorial Library and Serenity Garden are to be bid as for a single location.

4.02 Landscape Service shall consist of weed (nuisance growth) removal, trimming back of dead material and overgrowth, and removal or trash or foreign materials from designated beds and landscaped areas. Does not include lawn or turf areas.

4.03 Re-Mulch of Designated Beds or Landscaped Areas to be performed twice per year using pine bark mulch. Bid price shall include labor and materials.

4.04 Schedule for Services:

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Landscape Svc.	1	1	3	2	3	2	2	2	3	2	1	1	22
Remulch		1								1			2

SECTION V: CODE VIOLATION PROPERTIES

1. CODE VIOLATION CLEANUPS

Code Enforcement Officer will notify Contractor to perform specific work at a particular location found to be in violation of City Code relating to condition and appearance of that property. Further specifications and performance requirements are given below.

2. WORK SCHEDULE

Contractor shall complete the requested services of each work location within three (3) business days after receipt of notice.

3. MOWING AND CLEANUP

Contractor shall be responsible for assessing the condition of any assigned location prior to beginning work. If, upon arrival, the Contractor questions whether the property is actually in violation or if apparent work required differs from the work assigned, the Contractor shall contact the Code Enforcement Officer for instructions. The City will not be responsible for payment to Contractor for work performed on property that was not in violation or for work not authorized by the Code Enforcement Officer. The cost of work done on such property will be borne by the Contractor.

3.01 Mowing of specified areas shall include the cutting and trimming of all weeds and grasses within each area. Mowing and maintenance, once started shall be a continuous operation per property, lot, or site; interrupted only by weather, holidays, or as directed.

3.02 A maximum cutting height of 2.5 inches is required. Bruising or rough cutting of grass is not permitted. Mowers shall be adjusted and operated so that grass is cut at a uniform height.

3.03 Litter shall be removed by the contractor prior to mowing. Litter shall include, but not be limited to, bottles, cans, paper, plastic, brush, tree limbs, etc., which are not intended to be part of the landscape. Shredding of litter should be avoided but must be removed on the same day as moving if it occurs. On locations that have a large amount of debris, trash

3.04 Clippings shall not be blown or allowed to fall onto streets or roadways. Excessive clippings must be removed from the site after each mowing and properly disposed of.

3.05 Trimming shall include, but is not limited to, cutting or removal of plant material adjacent to or under structures, trees, poles, signs, fences, etc. Contractor is also responsible for removal from all weeds and grass from expansion joints and cracks in all asphalt and concrete surfaces.

3.06 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.

3.07 All edges shall be neatly edged (curbs and sidewalks) after each cutting. All material dislodged by edging must be removed from site.

3.08 Ditches shall be mowed along inclines and top of ditch. If mowing cannot be accomplished with usual mowing equipment due to the degree of the incline, it is the Contractor's responsibility to use any means necessary to trim incline of ditch so that the high grass is abated along the ditch area, grass along the edge and the center of the ditch shall not extend over the top of the ditch line.

3.09 Contractor will be responsible for any damage done to plant material or other property during maintenance operations. Contractor will be responsible for replacements of all trees, shrubs, and ground covers destroyed by him or his employees. Any damage done to property shall be immediately repaired by the Contractor at his expense.

3.10 Any damage done to irrigation heads shall be immediately repaired by the Contractor at his expense.

4. **PERFORMANCE REQUIREMENTS**

4.01 Contractor shall mow assigned properties at the fixed bid rate irrespective of any obstacles to mowing such as gas stubs, utility poles, fences, rocks, boulders, and other debris or un-level ground.

4.02 Contractor shall submit an invoice for work performed within five (5) days after the work is completed. Payments will be processed after Accounts Payable has been notified that all work has been completed as specified. The City will make payment within thirty (30) days of receipt of invoice and acceptance of work.

4.03 Invoice **must** detail the location and the date work was completed. Invoice shall also detail the breakdown of fees per service as they are listed on the Bid Form.

SECTION VI: TERMS AND CONDITIONS FOR INVITATION TO BID

Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Bids

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder upon written request.

Acceptance

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 6) Unauthorized alteration of bid form. Owner reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Brenham, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to

acquire the bidder's goods or services, the bidder's past performance under contracts with the City of Brenham, the bidder's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City of Brenham, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacture's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Brenham shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Award of Contract

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and
- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of three (3) years, beginning the date of award of contract.

Extension of Contract

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (five (5) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Price Escalation

Price escalations may be permitted by the City of Brenham during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the

contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, Railroad Commission Rates, Federal/State Minimum Wage Laws, Federal/State Unemployment Taxes, FICA, etc.

Increases will apply only to the product(s) and/or service(s) affected by an increase on raw material, labor, or another like cost factor. The City of Brenham reserves the right to accept or reject any/all requests for price escalations.

Price Reduction

If during the term of the contract, the contractor's net prices charged to other customers for the same product(s) and/or service(s) are lower than the City of Brenham's contracted prices, an equitable adjustment shall be made lowering the contract price charged to the City of Brenham.

Assignment of Contract

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

Contract Termination

The City may terminate this Contract at any time upon thirty (30) calendar days' written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor five (5) calendar days' written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements

There is no expressed or implied obligation for the City of Brenham to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City of Brenham will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event if errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

F.O.B. – Damage

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Brenham assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

Cooperative Agreements

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Brenham.

Authorized Signature

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration of Bids

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

Lump Sum Bids

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment of Invoices

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Cash Discounts

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda

In the event if a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding

The City of Brenham, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to determine, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

Court Jurisdiction

The City of Brenham and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process to any Federal Court or court not in Texas.

Insurance

1. The contractor shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - A. Commercial General Liability Policy
 - B. Automobile Liability Policy
 - C. Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - a. General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.

- c. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- d. "Claims Made" policies will not be accepted.
- e. The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- f. A Waiver of Subrogation in favor of the city with respect to Workers' Compensation Insurance must be included.
- g. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Brenham.
- h. Upon request, certified copies of all insurance policies shall be furnished to the City of Brenham.

4. Commercial General Liability

- a. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

- a. Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

- a. Employer's Liability limits of \$100,000.00 for each accident is required.

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.

e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions (State law requires the following language in contracts on public works projects).

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
 - 1. a certificate of coverage, prior to the person beginning work on the project; and
 - 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.



BID FORM

ITB No: 21-007

Bid Opening: **2:00 P.M. (CST), Wednesday, March 24, 2021**

Bid Title: Mowing, Grounds Maintenance & Cleanup Services

Submit to: Purchasing Services
Attention: KYLE BRANHAM
City of Brenham
200 W. Vulcan St.
Brenham, TX 77833
PO Box 1059
Brenham, Texas 77834-1059

Bid Documents: Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **Bidder must return the entire original bid document with bid or proposal.**

Bid **MUST** be signed by an authorized representative of bidder. Original signature required.

Acknowledgement of Addenda:

Addendum No. 1 _____ Addendum No. 3. _____

Addendum No. 2 _____ Addendum No. 4 _____

BIDDER NAME: _____

Bid Form, cont.
Bid No. 21-007

Name of Bidder: _____
(please print)

Authorized Signature: _____

Address: _____

Phone No: _____

Alt. Phone No: _____

Email: _____

BIDDER INFORMATION

(Add additional pages if needed)

1. Type of Company, i.e., corporation, partnership or sole proprietor. If corporation, list names and addresses or three top corporate officers. If partnership, list names and addresses.

Bid Form, cont.
Bid No. 21-007

Bidder Name:

BIDDER INFORMATION

- 2. Number of years in operation_____
- 3. Gross revenues of past two _____
- 4. Largest dollar amount of current contract_____
- 5. Number of current employees_____
- 6. List of equipment to be used specifically for this contract.

7. Names of three previous customers as references. Provide names of government entities if available and/or customers for whom you have provided similar services. Provide customer name, contact name, phone number and/or email address.

Bid Form, cont.
 Bid No. 21-007

Bidder Name:

PARKS DEPARTMENT LOCATIONS

Per specifications. Unit Price shall be per mow/maintenance cycle. Quantities are approximate.

No.	Location/Description	Unit Price	Qty	Extended Price
1.	Becker Dr. & Stonehollow - Median	\$	32	\$
2.	1800 Blk of Longwood Dr. – Median	\$	32	\$
3.	1800 Longwood Dr. – Police Bldg. Yard	\$	32	\$
3A.	1800 Longwood Dr.- Jasmine Bed April-October Trim Edges on Curb once per month. Lower height to 6”-8” every other month	\$	7	\$
4.	Hwy 290 & FM 389-290 Right-of-Way Landscape Area	\$	12	\$
5.	S. Market St & E. Stone St –Median	\$	32	\$
6.	1710 E. Tom Green – Boys & Girls Club Yard	\$	32	\$
7.	1800 E. Tom Green – Blue Bell Aquatic Center Yard	\$	32	\$
8.	W. Main & MLK Pkwy - Median	\$	32	\$
9.	MLK Pkwy/W. Jefferson Medial	\$	32	\$
10.	900 E. Alamo St – Jerry Wilson Park	\$	32	\$
11.	Main & E. Alamo - Median	\$	32	\$
12.	1804 Longwood Dr. Brenham Animal Shelter	\$	32	\$
13.	1308 Old Independence Rd – Linda Anderson Park (Exclude ball fields)	\$	32	\$
14.	404 N. Chappell Hill St. - Vacant Lot	\$	32	\$
15.	101 N. Chappell Hill St. – Fire Dept. Yard	\$	32	\$
16.	200 Blk of W. Vulcan (Vulcan & Baylor) Parking Lot Area	\$	32	\$
17.	W. Main & Alamo -Median	\$	32	\$
17a.	100 St. Joseph & 1000 Main View	\$	32	\$
17b.	900 W. Alamo & 200 Heights Circle	\$	32	\$

17c.	W. Main & E. Alamo (2 Medians)	\$	32	\$
18.	700 MLK Pkwy – Hattie May Flower Park	\$	32	\$
21.	1800 E. Tom Green – Jackson St. Park	\$	32	\$
22.	Prairie Lea	\$	12	\$
Subtotal				

Bid Form, cont.
 Bid No. 21-007

Bidder Name:

PARKS DEPARTMENT LOCATIONS

Per specifications. Unit Price shall be per mow/maintenance cycle. Quantities are approximate.

No.	Location/Description	Unit Price	Qty	Extended Price
19-20	100 MLK Pkwy – Library and Serenity Park			
19a – 20a	Landscape Services	\$	22	\$
19b – 20b	Re-mulch	\$	2	\$
Subtotal		\$		

Grand Total Parks Department Locations	\$
---	----

CODE VIOLATION PROPERTIES

Bid as unit price for one (1) occurrence. Frequency of services is dependent on many factors and cannot be estimated. Per Specifications.

No.	Qty	Unit	Service Description	Unit Price
1.	1.	Lot	Mowing, trimming/weed eating of standard vacant residential lot, priced on a per lot basis. Includes mowing, trimming/weed eating of alley or easement to midline of said alley or easement.	\$
2.	1.	Lot	Same as above, except with a house on the standard lot, priced on a per lot basis. Includes mowing, trimming/weed eating of alley or easement to the midline of said alley or easement.	\$

3.	1.	Acre	Mowing, trimming g of property in excess of one (1) acre (42,560 sq. ft.0, priced per acre.	\$
4.	1.	Alley/ Easement	Mowing, trimming/week eating of ally or easement to the midline of said alley or easement.	\$
5.	1.	Load	Hauling of trash, debris and rubbish, priced per load (6' x 16' x 4' utility trailer) and to include: vehicle, machinery and disposal cost. Dumping fee at landfill requires submission of ticket for reimbursement.	\$

Bid Form, cont.
Bid No. 21-007

Bidder Name:

CODE VIOLATION PROPERTIES

Bid as unit price for one (1) occurrence. Frequency of services is dependent on many factors and cannot be estimated. Per Specifications.

6.	1.	Hour	Cutting of overhanging tree limbs, bushes, or any other vegetation that is considered an encroachment. Priced on per worker per hour basis.	\$
7.	1.	Hour	Repair of residential/commercial fences. Priced per hour for two (2) workers.	\$
8.	1.	Hour	Removal of residential fences. Priced per worker per hour.	\$
9.	1.	Hour	Abatement or treatment (with a mosquito larvicide) of stagnant water. Priced per worker per hour.	\$
10.	1.	Hour	Covering of open wells or cisterns in a secure manner, or the filling of open wells or cisterns with earth or other appropriate mater to the ground surface level. Priced per worker per hour.	\$
Grand Total Code Violation Properties				\$

EXHIBIT A

TERMS AND CONDITIONS FOR BIDS

Definitions:

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form:

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Bids:

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

Acceptance:

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the City.

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

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under contracts with the City, the bidder's compliance

EXHIBIT A

with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Award of Contract:

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and

- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract:

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

Extension of Contract:

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (five (5) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract:

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

Contract Termination:

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this

EXHIBIT A

Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements:

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses:

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Error-Quantity:

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities:

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to

meet its needs without any adjustments in the unit bid prices.

Variations:

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

F.O.B. – Damage

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Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

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Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

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Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after

EXHIBIT A

opening time without acceptable reason in writing and with the approval of the City Council.

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Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids:

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices:

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Cash Discounts:

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes:

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery:

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability:

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

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Material Safety Data Sheets (MSDS):

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.:

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids:

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda:

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding:

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

H.B. 1295 Compliance:

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract 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.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

No Boycott of Israel:

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies", boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to

EXHIBIT A

penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Conflict of Interest:

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Applicable Law and Venue

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

Insurance

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d) "Claims Made" policies will not be accepted.
 - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
 - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior

EXHIBIT A

written notice has been given to the City.

- h) Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Commercial General Liability

- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

- a) Statutory

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions **(State law requires the following language in contracts on public works projects).**

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

EXHIBIT A

The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
 1. a certificate of coverage, prior to the person beginning work on the project; and
 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

EXHIBIT A

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.



1. Becker Dr & Stone Hollow Dr

1 inch = 40 feet



 Contract Mowing

EXHIBIT B





2. Longwood Dr Median

1 inch = 40 feet



 Contract Mowing



EXHIBIT B



FM 389

2
LONGWOOD DR

3

1 inch = 57 feet

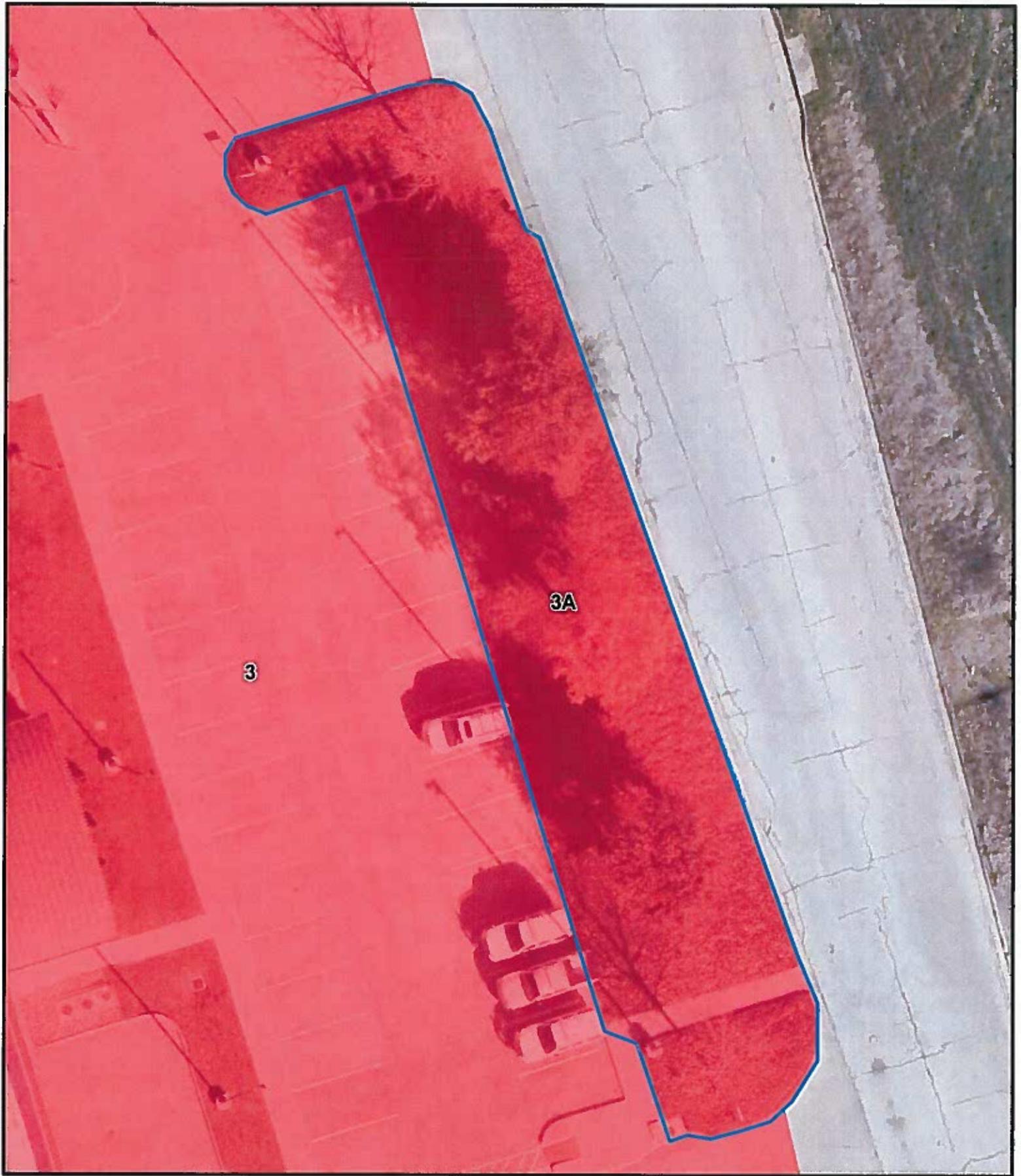


3. Police Department

 Contract Mowing

EXHIBIT B





3A. Jasmine

1 inch = 24 feet



 Contract Mowing



EXHIBIT B



4. 290 Landscape Median

1 inch = 208 feet



 Contract Mowing



EXHIBIT B

Document Path: Y:\Public\GIS PROJECTS\PARKS & RECREATION\PROJECTS\Contract Mowing\ContractMowing.mxd



5. S Market St & E Stone St Median

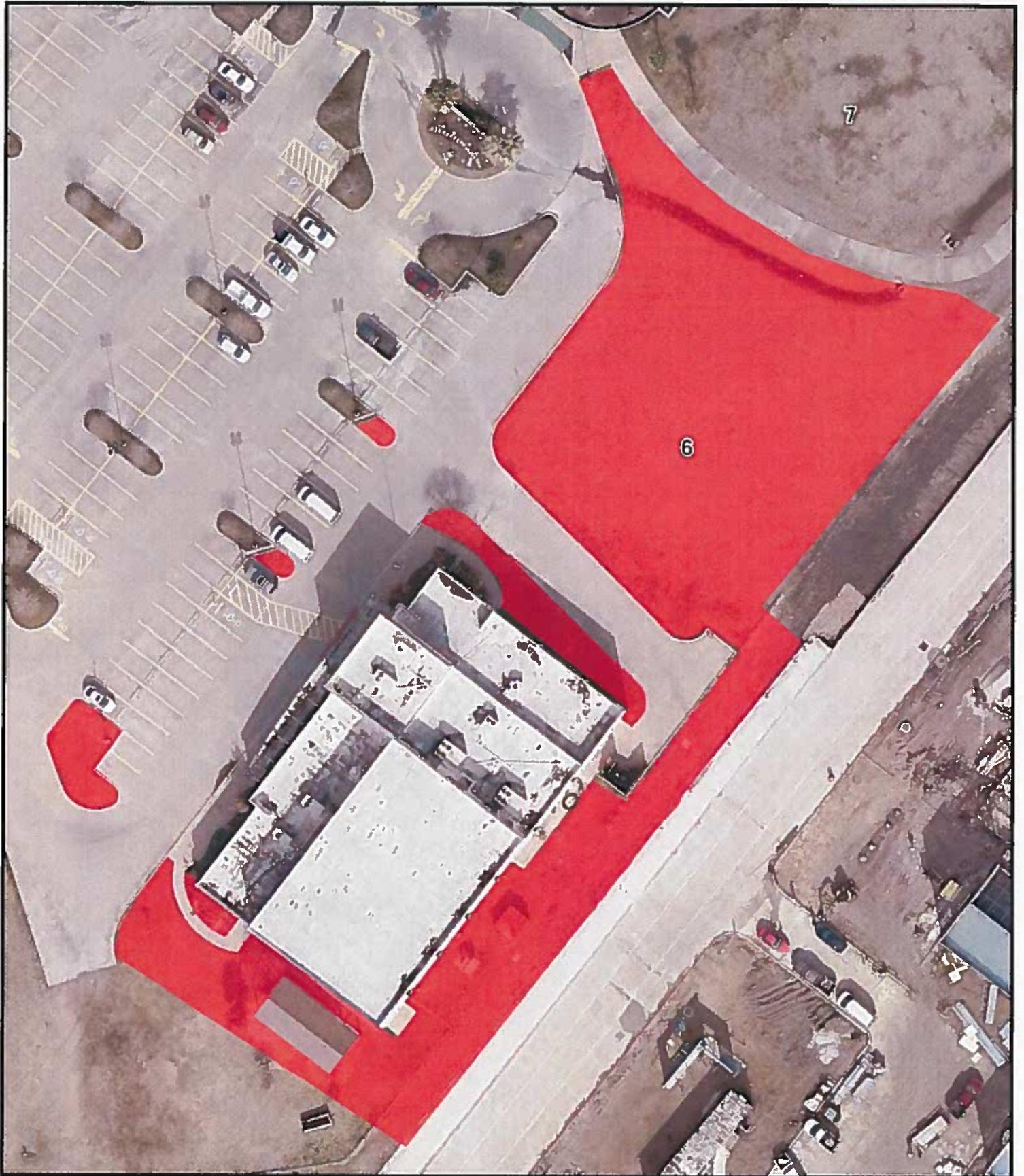
1 inch = 40 feet



 Contract Mowing

EXHIBIT B





6. Boy's & Girl's Club

1 inch = 52 feet



 BOY'S & GIRL'S CLUB



EXHIBIT B



7. Blue Bell Aquatic Center

1 inch = 107 feet



 AQUATIC CENTER

EXHIBIT B





8. W Main St & MLK Pkwy Median

1 inch = 24 feet



 W MAIN & MLK MEDIAN

EXHIBIT B





9. MLK Pkwy Median

1 inch = 50 feet



 MLK PKWY MEDIAN

EXHIBIT B





10. Jerry Wilson Park

1 inch = 100 feet



 Contract Mowing



EXHIBIT B



11.E Main St & E Alamo St Median

1 inch = 100 feet



 Contract Mowing

EXHIBIT B





1 inch = 59 feet

12. Animal Shelter

 Contract Mowing



EXHIBIT B





13. Linda Anderson Park

1 inch = 200 feet



 LINDA ANDERSON PARK

EXHIBIT B





14. 404 N Chappell Hill St (Vacant Lot)

 Contract Mowing



1 inch = 40 feet



EXHIBIT B



15. Brenham Fire Department

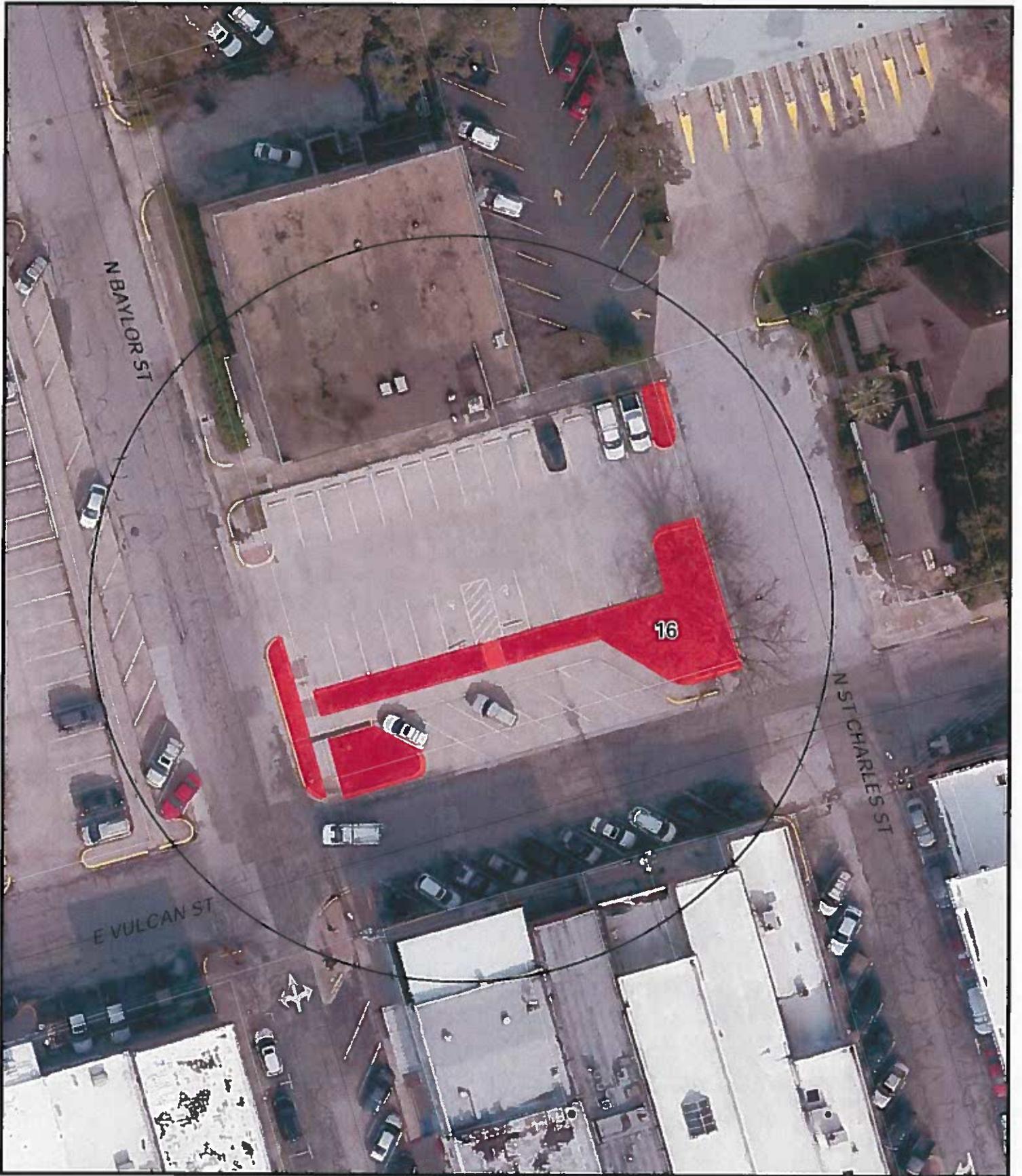
1 inch = 100 feet



 Contract Mowing



EXHIBIT B



16. 200 Block of W Vulcan St (Vacant Lot)

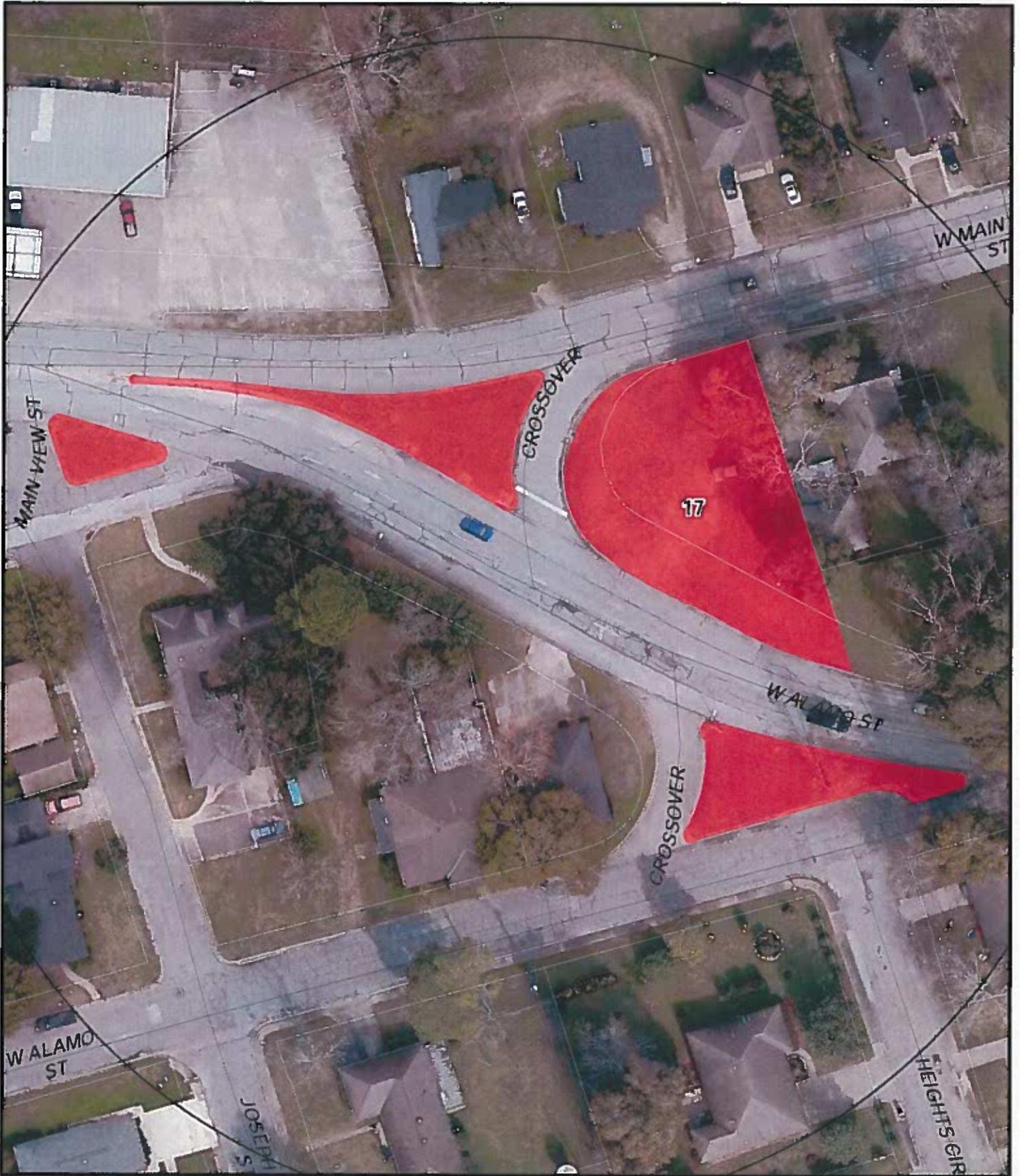
1 inch = 40 feet



 Contract Mowing



EXHIBIT B



17. W Main St & W Alamo St Medians

1 inch = 59 feet



Contract Mowing



EXHIBIT B



18. Hattie Mae Flowers Park

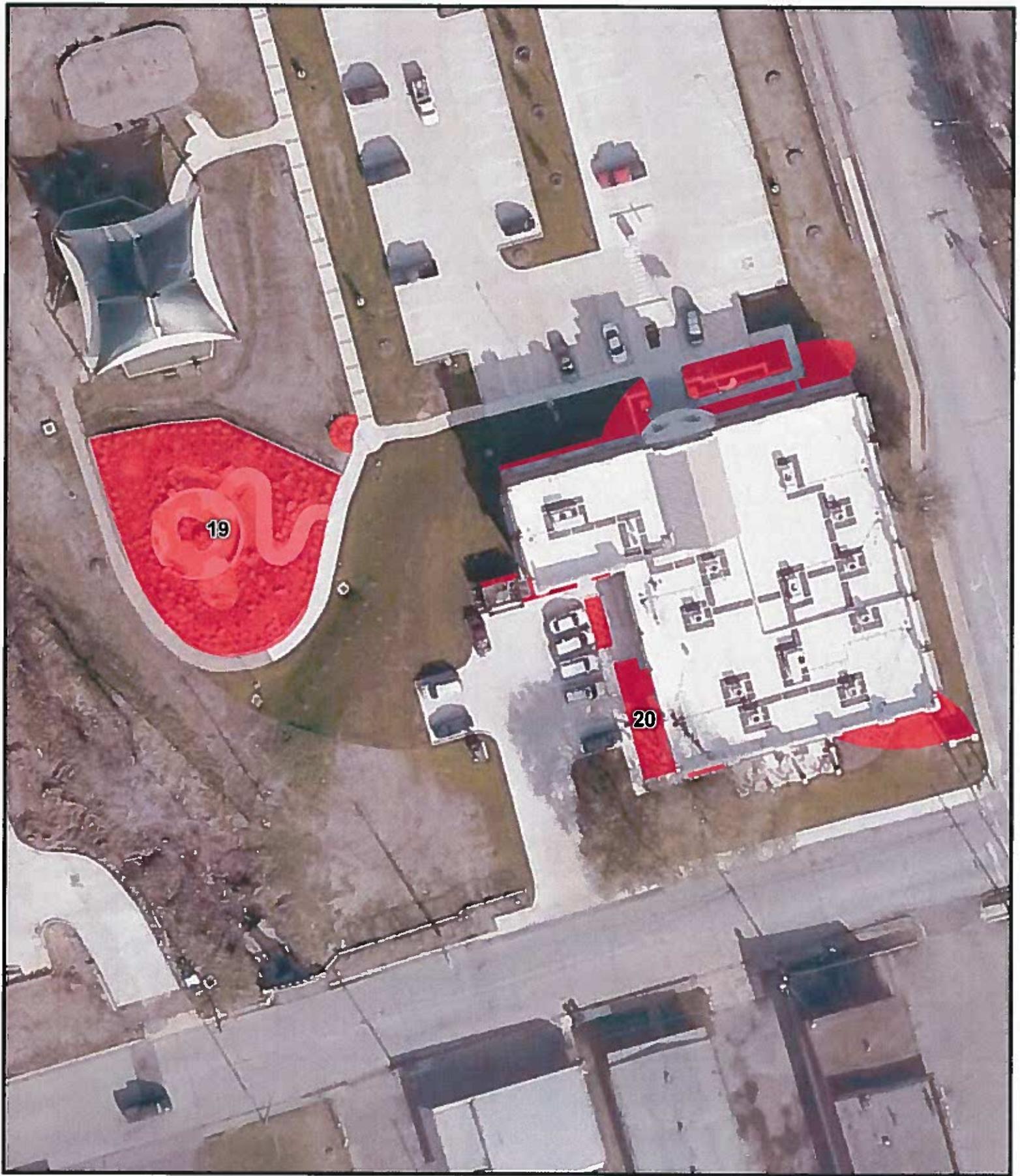
1 inch = 259 feet



 HATTIE MAE FLOWERS PARK



EXHIBIT B



19. Serenity Park - 20. Library

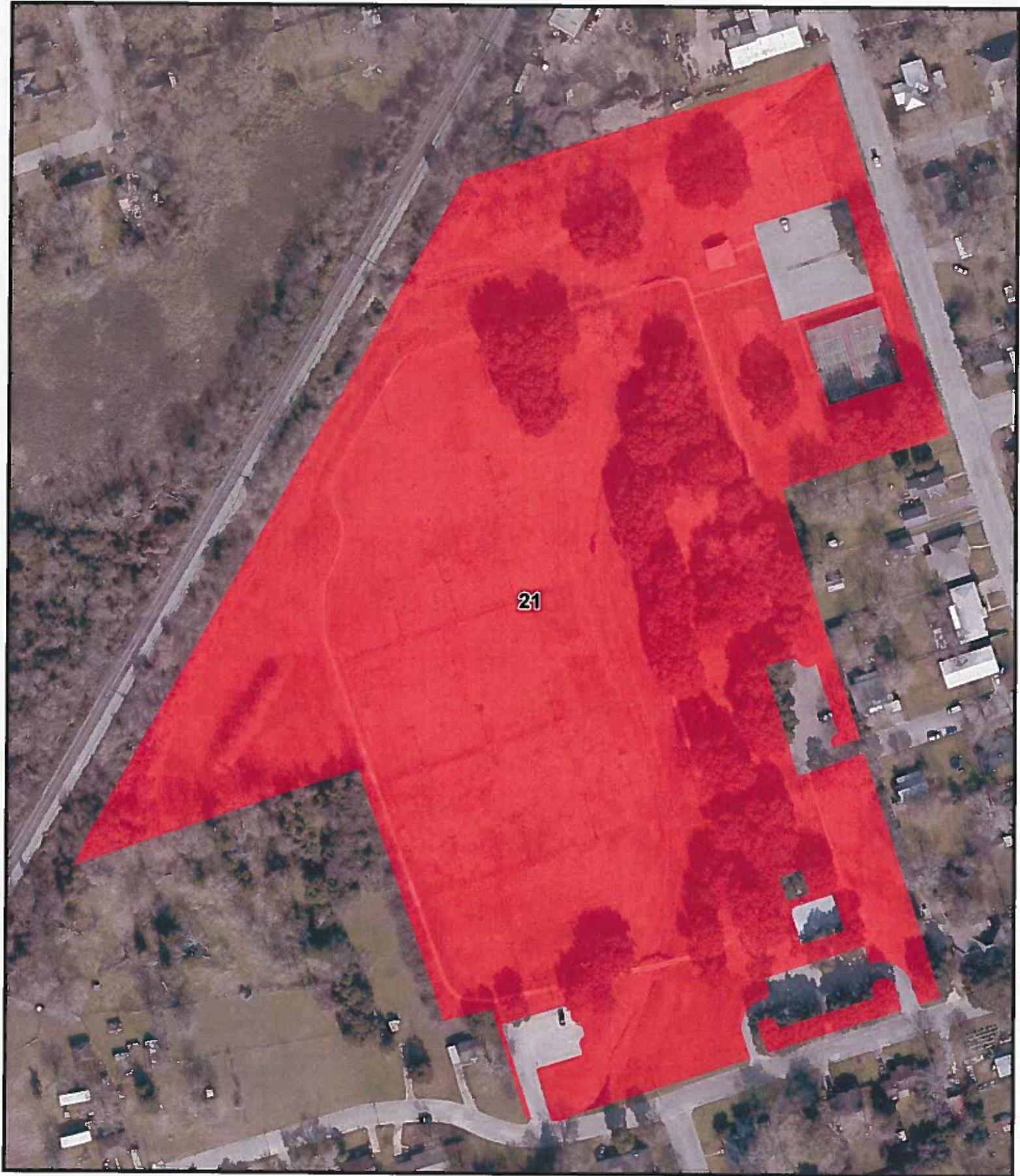
1 inch = 48 feet



 Contract Mowing

EXHIBIT B





21. Jackson Street Park 20.89 ac

1 inch = 165 feet



 Contract Mowing



EXHIBIT B



22

1 inch = 69 feet



22. Prairie Lea St.

 Contract Mowing

EXHIBIT B

