

Bid Number	2013-3
Bid Title	Public Works Mowing Services
Bid Start Date	February 27, 2013
Bid End Date	March 14, 2013 @ 2:00pm
Bid Contact	Wayne Granger Streets Superintendent 512-990-6400 <a href="mailto:wayneg@pflugervilletx.gov">wayneg@pflugervilletx.gov</a>
Contract Duration	12 Months
Contract Renewal	<p>Optional 2 Annual Renewals, upon agreement with the City of Pflugerville. (Any price increase associated with annual renewal must be justified by information related to the CPI index or other vendor cost increases.) Annual renewals are predicated on sufficient budgetary allocation by City Council for the renewal of the awarded contract. Any provision of this to this request for bids to the contrary notwithstanding, City Council shall be under no obligation to make such budgetary allocation.</p> <p>Contract to begin upon acceptance from the City Council, the City of Pflugerville will issue a purchase order stating the start date.</p>
Standard Disclaimer	The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the City by total bid. The City of Pflugerville will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value to the City.
Bid Information	<ol style="list-style-type: none"><li>1. Bid will be awarded to the lowest most responsible bidder.</li><li>2. Exhibit A Attached</li><li>3. See bid sheet for acreage and areas to be mowed.</li><li>4. Certificate of Insurance must be included with bid Documents (see attached requirements).</li><li>5. Completed W9 must be included with bid documents.</li><li>6. Terms and Conditions</li></ol>

All documents herein and attached are required to be completed and returned with the response.

Tax ID No: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City State & Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Business Entity Type: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

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

Two original bids are due to: City of Pflugerville, Attn: Sabrina Schmidt, 100 East Main, Suite 100, Pflugerville, TX 78660, or mailed to City of Pflugerville, Attn: Sabrina Schmidt, P.O. Box 589, Pflugerville, TX 78691.

Bid deadline is to 2:00 p.m. on Thursday, March 14, 2013.

Sealed envelope must have bid number, opening date and time in lower left hand corner.

Bidder's name must appear on the outside of the envelope.

## **Exhibit A**

# **PUBLIC WORKS MOWING SERVICES**

### **MAINTENANCE SPECIFICATIONS**

The City of Pflugerville is accepting competitive sealed bids to establish an annual fixed price contract for **PUBLIC WORKS MOWING**, as specified in the bid document. The bid will be awarded to the **LOWEST RESPONSIVE, RESPONSIBLE BIDDER** meeting specifications. The quantities are approximate, estimated annual quantities only. It is anticipated that the mowing season will begin April 1<sup>st</sup> and end by October 30<sup>th</sup>.

#### **PRE-BID CONFERENCE**

The City of Pflugerville will hold a pre-bid conference at the **City of Pflugerville Public Works Department, 15500 Sun Light Near Way #B, Pflugerville, TX 78660**, at 10:00 a.m. on Tuesday, March 5, 2013. Attendance at the pre-bid meeting is not mandatory. There will be copies of the mapped areas that are listed on the bid, they will **ONLY** be available at the pre bid meeting.

#### **SITE VISIT**

It is the responsibility of each vendor to visit all locations prior to submitting a bid, assessing each factor involved in the process of proper execution of this contract.

### **I. GENERAL INFORMATION**

#### **A. Intent**

It is the intent of these specifications to describe the requirements for mowing. Contractor will supply all necessary materials, equipment, labor and supervision. The City intends to award this contract to one contractor. This bid will not be split.

#### **B. Qualifications of Contractors Bidding**

Contractors submitting bids certify to the City that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the contract at the time of bid submission.

The City attaches great importance to the ability of the contractor to complete the work as specified. This concern does not demonstrate a lack of trust in the contractor, but rather an acknowledgment of the City's obligation to its citizens.

In order that this obligation is fulfilled, the requirements listed in items 1-3 in this section must be met.

Contractors who bid must complete the Contractors Information Report. This report will demonstrate the following:

1. Satisfactory evidence that the contractor has operated to the extent as outlined in these specifications, and that the contractor has successfully conducted such an operation for a period of not less than three years within the last five years.
2. Satisfactory evidence that the contractor owns, or has made arrangements to acquire, all necessary equipment obligated within the scope of the contractor's existing operations.
3. Satisfactory evidence that the contractor has adequate, experienced personnel, proper facilities, and an adequate work plan to complete the work as specified.

Bidders must supply a list of all equipment to be used in the execution of this contract including, but not limited to: tractors, mowers, riding mowers, trimming/edging equipment, transport vehicles and trailers. If bidder plans to lease or purchase any or all equipment, it shall provide evidence satisfactory to the City which includes:

1. Name, address, and telephone number of company where equipment is to be leased/purchased, including itemization of equipment.
2. Statement from that company that bidder qualifies for leasing/purchase of equipment specified. An on-site inspection may be required as part of the bid process.

### **Increases/Decreases of Acreage and/or Cycles**

Dependent upon funding and/or growth conditions, the City may elect to increase/decrease the acreage/number of cycles. Any increases/decreases will be calculated at the cost per bid.

### **BID EVALUATION**

The cost for evaluation purposes will be the grand total shown on the Invitation for Bid form.

## II. SPECIFICATIONS

### A. General Specifications

1. All work shall be performed Monday-Friday between 7:30am and sunset only. Work will not be allowed on Saturday or Sunday without prior permission from contract administrator.
2. All employees and equipment shall have the proper safety equipment devices, which include, but are not limited to: hearing and eye protection, safety vests, and flashers/strobe lights on vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with any applicable state or federal laws.
3. During term of agreement, contractor must provide to contract administrator or his designee a working telephone number. The telephone must be answered during normal working hours.
4. Contractor shall invoice for each completed and approved maintenance cycle on a monthly basis. Invoices will be paid on a net 30 basis by the City of Pflugerville.
5. Contractor will be responsible for any damage done to plant materials or other property during its maintenance operations.
6. Contractor may not sell, sublet or otherwise assign any part of its responsibilities to others without written consent of City of Pflugerville.
7. Contractor and employees will be courteous to the public at all times while at the work site. Conflicts or potential conflicts shall be reported to the contract administrator within 24 hours.
8. Contractor will work as an independent contractor and not as an agent, representative, partner or employee of the City of Pflugerville, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.
9. The contractor's employees shall report to work in clean uniforms, including shirt and pants. The contractor company name shall be displayed on the employee's shirt. Employees shall wear a shirt at all times.
10. Unless the contract administrator has determined otherwise, the work shall be completed in consecutive work days. Weather/growth conditions may cause the cancellation or alteration of a mowing cycle, as determined solely by the contract administrator or his designee.

11. The contract administrator or his designee has the sole decision over whether the weather/soil/turf conditions are appropriate for maintenance. Failure of the contractor to abide with the contract administrator's decision can result in termination of contract.
12. It will be incumbent upon the contractor to contact the contract administrator or his designee to discuss contractor's work schedule for the day, areas that are ready for inspection and approval. Failure to contact the contract administrator or his designee on a regular basis may result in termination of contract.
13. Questions or concerns should be directed to the contract administrator. The contract administrator is James Johnson, Phone 512-990-6400, email address [jamesj@pflugervilletx.gov](mailto:jamesj@pflugervilletx.gov).

**B. Maintenance Specifications**

1. **Locations** – It is the responsibility of the bidder to visit all the sites.
2. **Inspection** – Upon completion of each cycle the area will be inspected. If any deficiencies are cited, the contractor must correct them within 48 hours. Failure to do so may result in termination of contract.
3. **Mowing Height** – 3” - 4”
4. **Mowing Frequency (Cycle)** – Every 14 days
5. **Edging** – All curbs/sidewalks shall be edged with every mowing cycle.
6. **Trimming** – Areas that cannot be reached with mowers such as around signs, poles, trees, planted bed edges, obstacles, fences, expansion joints, concrete/paver areas, etc., shall be trimmed with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material. Trimming shall be completed concurrently with mowing on every cycle.
7. **Litter** – The contractor shall be responsible for picking-up and removing any and all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks and curbs. Large items such as tires, furniture, piles of debris in excess of one (1) cubic yard and appliances, shall be removed by contract administrator.

8. **Mowed Areas** – All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface, such as streets, curbs and gutters, sidewalks, or any adjoining property. Grass clippings shall not be collected and bagged, grass clippings are **NOT** to be left on concrete or paved surfaces (sidewalks, street, etc.) overnight. Clippings are to be blown or swept up by the end of the work day.
  
9. **Company Identification** – Contractor's employees shall wear an appropriate uniform showing the Contractor's company name. Company name shall be visible to the public at all times while working on City property.





**PLEASE LIST ALL MOWING EXPERIENCE**

1. State all current municipal and/or state mowing contracts your company is currently mowing or has completed between January 1, 2008 and December 31, 2012, within the state of Texas. If none, enter none.

<b>Contract Entity</b>	<b>Date of Service From To</b>	<b>\$ Value of Contract</b>	<b>Date Completed</b>

2. State all current non-municipal and/or non-state mowing contracts your company is mowing at the present time within the state of Texas. If none, enter none.

<b>Contracting Entity</b>	<b>Date of Service From To</b>	<b>\$ Value of Contract</b>	<b>Date Completed</b>

**D. MANAGEMENT**

List the names and a brief description of the mowing experience of the management personnel of your company who will be directly involved with the management and supervision of this contract.

**Name:** \_\_\_\_\_

**Experience** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Experience** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Experience** \_\_\_\_\_

**E. WORK PLAN**

Describe in detail how you would perform the mowing work detailed in these specifications. Include in your description the function of all equipment to be used.

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## INVITATION FOR BID

Item #	Item Description	# of Acres	x	Cost per Acre	=	Cost per Cycle*	x	# of Cycles	=	Item Total
1	Grand Avenue/ A. W. Grimes	4.4	x		=		x	16	=	
2	Pflugerville Parkway	24.7	x		=		x	16	=	
3	FM 685	5.4	x		=		x	16	=	
4	Wells Branch	6.6	x		=		x	16	=	
5	Dessau Rd/Oxford	17	x		=		x	16	=	
6	Picadilly	2.6	x		=		x	16	=	
7	E. Pecan	3.5	x		=		x	16	=	
8	10th Street	2.4	x		=		x	16	=	
9	Swenson Farms/ Pfennig/Black Locust	8.5	x		=		x	16	=	
10	Animal Control	5.5	x		=		x	16	=	
11	Heatherwilde Boulevard	15.5	x		=		x	16	=	
<b>GRAND TOTAL</b>										

\* A typical cycle is 14 calendar days.

City of Pflugerville  
Insurance Requirements

Bidder/Contractor performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Contractor shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

<u>Type of Insurance</u>	<u>Amount of Insurance</u>	<u>Provisions</u>
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate;	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single limit	
Independent Contractors		City to be provided a waiver of subrogation
Personal Injury		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to Sabrina Schmidt, City of Pflugerville, [sabrinas@cityofpflugerville.com](mailto:sabrinas@cityofpflugerville.com), (512) 990-6100.

A contract will not be issued without evidence of insurance.

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee  
 Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)      Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
  - I am a U.S. citizen or other U.S. person (defined below).
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.