

**INVITATION TO BID  
INSTRUCTIONS/TERMS OF CONTRACT  
SPECIFICATIONS  
BID SHEET(S)  
FOR  
MOWING AND LANDSCAPE MAINTENANCE SERVICES**

**PER  
THE CITY OF COPPELL SPECIFICATIONS  
AT  
THE CITY OF COPPELL  
TOWN CENTER  
PURCHASING DEPARTMENT**

**OPENING DATE: THURSDAY, FEBRUARY 16, 2017, 10:00A.M., CENTRAL TIME**



## INVITATION TO BID

Return Bid To: City of Coppel  
Purchasing Department  
PO Box 478  
Coppel, Texas 75019

The enclosed ***Invitation to Bid*** and accompanying ***Specifications with Bid Sheets*** are for your convenience in bidding the enclosed referenced products and/or services for the City of Coppel. **Sealed bids shall be received no later than: Thursday, February 16, 2017, 10:00 A.M., Central Time.**

## MANDATORY PRE-BID CONFERENCE

The City of Coppel will have a Mandatory Pre-bid conference **Tuesday, February 7, 2017, 10:00 A.M., Central Time at: Town Center, 255 Parkway Blvd. , Coppel, TX 75019.**

Please reference **Bid No. Q-0217-01** in all correspondence pertaining to this bid and affix this number to outside front of bid envelope for identification. All bids shall be to the attention of the Purchasing Department.

The City of Coppel appreciates your time and effort in preparing a bid. Please note that all **bids must be received at the designated location by the deadline shown.** Bids received after the deadline will be returned unopened and shall be considered void and unacceptable. Bid opening is scheduled to be held in the City Hall, 255 Parkway Boulevard, Coppel, Texas. **You are invited to attend.**

If Bidder desires not to bid at this time, but wishes to remain on the commodity bid list, please submit a **"NO BID"** response (same time/location). The City of Coppel is always very conscious and extremely appreciative of the time and effort expended to submit a bid. However, on "NO BID" responses please communicate any bid requirement(s) which may have influenced your decision to "NO BID."

If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive Invitation to Bid, Bidder shall be removed from said bid list. However, if you choose to "NO BID" at this time but desire to remain on the bid list for other commodities, please state the specific product/service for which your firm wishes to be classified.

Awards should be made approximately three weeks following the bid opening date. To obtain results, or if you have any questions, please contact the Purchasing Department at 972-304-3698.



**INVITATION TO BID  
INSTRUCTIONS/TERMS OF CONTRACT  
BID NO. Q-0217-01**

**MOWING AND LANDSCAPE MAINTENANCE SERVICES**

By order of the City Council of the City of Coppell, Texas, sealed bids will be received for:

**MOWING AND LANDSCAPE MAINTENANCE SERVICES**

**TO PROVIDE** for an annual Contract commencing thirty (30) days after the date of the award and continuing for twelve month period. The City of Coppell, reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the city.

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

**BIDS MUST BE** submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope, with **each page manually signed by a person having the authority to bind the firm in a Contract**, and marked clearly on the outside as shown below.  
**FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED!**

**SUBMISSION OF BIDS:** Sealed bids shall be submitted no later than **Thursday, February 16, 2017, 10:00 A.M., Central Time** to the address as follows:

City of Coppell  
Purchasing Department  
255 E. Parkway Blvd.  
Coppell, Texas 75019

**MARK ENVELOPE: BID NO. Q-0217-01  
ALL BIDS MUST BE RECEIVED IN THE CITY'S PURCHASING DEPARTMENT  
BEFORE 10:00 A.M., CENTRAL TIME, THURSDAY, FEBRUARY 16, 2017**

**City of Coppell****Bid # Q-0217-01 – Mowing and Landscape Maintenance Services****Closing Date & Time: Thursday, February 16, 2017 @ 10:00 A.M.  
(Central Time)**

<b>Solicitation Schedule</b>	<b>Dates</b>
Bid Issued	1/27/17
*Pre-Bid Conference (Mandatory)	2/7/17 – 10:00 A.M.
*Final Posting of Answers to Questions Received or Addenda issued	2/13/17 – 10:00 A.M.
<b>Sealed Bids Due to the City</b>	<b>2/16/17 – 10:00 A.M.</b>

***\*The dates BEFORE bid opening are firm unless changed through an Addendum. Dates after bid opening are proposed dates and the City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on Bidsync.com and the City website or as otherwise stated herein.***

***All times and dates are Central Standard Time.***

**PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE**

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Vivyon V. Bowman, ADA Coordinator or other designated official at (214) 462-0022, or (TDD 1-800-RELAY, TX 1-800-735-2989).

**REQUIRED INFORMATION:** The City of Coppell solicitation packets contain various documents that require completion by the Offeror. Said information must be completed prior to the date and time set for the solicitation opening and shall be included with the submittal packet in order to be considered a responsive Offeror.

**DEFINITIONS:**

- a. "Bidder" refers to the submitter.
- b. "Contractor" refers to a successful Bidder/contractor/service provider.
- c. "Submittal" refers to those documents, which must be submitted to the City of Coppell by a Bidder.
- d. "RFB" refers to a Request for Bids.
- e. "RFQ" refers to a Request for Qualifications.
- f. "RFP" refers to a Request for Proposals.

**SUBMISSION OF RFB/RFQ/RFP:**

RFB/RFQ/RFP's may be submitted to the City of Coppell by any of the following means:

- g. Hand carried to the Purchasing Department located at the City of Coppell/City Hall, 255 E. Parkway Blvd., Coppell, Texas 75019;
- h. Mailed to the City of Coppell, Purchasing Department, at P.O. Box 9478, Coppell, Texas 75019;
- i. Electronically submitted via [www.bidsync.com](http://www.bidsync.com);
- j. No oral, telegraphic, telephonic, or facsimile RFQs will be considered or accepted.

**OFFICIAL TIME:** The time clock in the City of Coppell Purchasing Department shall be the official time of receipt for all RFB/RFQ/RFP's submitted in hard copy paper form. Any late submittals received in the Coppell Purchasing Department after the submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered.

**INCLEMENT WEATHER:** In case of inclement weather or any other unforeseen event causing the City to close for business on the date a submission deadline, the RFB/RFQ/RFP closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

**BID NOTIFICATION:** City of Coppell utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and

information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

***ELECTRONIC SUBMITTALS:*** The City of Coppell exclusively uses [www.bidsync.com](http://www.bidsync.com) for the notification and dissemination of all RFB/RFQ/RFP's. The receipt of submittals through any other company may result in the receipt of incomplete specifications and/or addendums, which could ultimately render the submittal non-compliant. The City of Coppell accepts no responsibility for the receipt and/or notification of solicitations through any other company.

To streamline the solicitation process, all Bidders for the City of Coppell solicitations are highly encouraged to utilize the Bidsync system. There is no cost to the Bidder to download or respond to Coppell solicitations and there is no fee for the Bidder to pay if a contract is awarded to the Bidder from the City of Coppell. Even though it is recommended to solicit responses electronically, Bidders may continue to solicit a hard copy paper bid/quote/proposal directly to the City.

***BID OPENINGS:*** All submittals will be opened and presented according to the legal requirements for the type of solicitation (i.e. request for bid, request for proposal, competitive sealed proposal) at the designated time and place specified in the solicitation. However, the reading of a quote at the opening should not be construed as a comment on the responsiveness of such quote or as any indication that the City accepts such quote as responsive. The City will make a determination as to the responsiveness of quotes submitted based upon compliance with all applicable laws, City Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Bidder upon award of the contract and all requests for quotes received will be available for inspection after award.

***FUNDING:*** Funds for payment have been provided through the City of Coppell budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

***LATE BIDS:*** Bids received in the City of Coppell Purchasing Department after submission deadline will be considered void and unacceptable. The City of Coppell is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

***ALTERING BIDS:*** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

**SALES TAX:** The City of Coppell is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

Any Contractor performing work under this contract for the City of Coppell may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

**CONTRACT:** This bid, when properly accepted by the City of Coppell, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Purchasing Agent.

**IF DURING THE** life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppell.

**A PRICE** redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.

**DELIVERY:** all delivery and freight charges (F.O.B. City of Coppell) are to be included in the bid price.

**DELIVERY TIME:** Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Purchasing Agent. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Purchasing Department advised at all times of the status of the order.



**CONFLICT OF INTEREST:** No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**DISCLOSURE OF CERTAIN RELATIONSHIPS** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Coppell not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**ETHICS:** The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Coppell.

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this RFB/RFQ/RFP will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppell reserves the right to accept any and all, or none, of the exception(s)/ substitution(s) deemed to be in the best interest of the City.

**ADDENDA:** Any interpretations, corrections or changes to an RFB/RFQ/RFP will be made by written addenda. Sole issuing authority of addenda shall be vested in the City of Coppell Purchasing Department. Addenda will be issued via the Bidsync system mentioned above and posted on the City of Coppell's website. Bidders shall acknowledge receipt of all addenda.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this RFB/RFQ/RFP. Bidders shall acknowledge receipt of all addenda.

**BID MUST COMPLY** with all federal, state, county, and local laws concerning these types of service(s).

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing and engineering practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

**REFERENCES:** The City requests Bidder to supply, with this RFB/RFQ/RFP, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this RFB/RFQ/RFP. Failure to provide this information may result in rejection of bid.

**AWARD OF CONTRACT:** The City shall award a contract to the responsible bidder providing the best value for goods and services. This is NOT a low bid solicitation based on price alone. All bidders must provide documentation and information requested in this solicitation in order to determine the best value outlined below.

Pursuant to the Texas Local Government Code, § 252.043, Award of Contract, "Best Value" will be determined by considering:

- (1) The purchase price;
- (2) The reputation of the bidder and of the bidder's goods or services;
- (3) The quality of the bidder's goods or services;
- (4) The extent to which the goods or services meet the municipality's needs;
- (5) The bidder's past relationship with the municipality;
- (6) The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) The total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) Any relevant criteria specifically listed in the request for bids or proposals

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Coppell and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Coppell a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner City of Coppell as an additional insured on the required coverage.

**WAGES:** Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppell, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**PREVAILING WAGE RATES:** The awarded contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website [www.wdol.gov](http://www.wdol.gov) for Dallas County, Texas (WD-2509).

**TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

**TERMINATION FOR DEFAULT:** The City of Coppell reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

**NOTICE:** Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PROTESTS:** All protests regarding the solicitation process must be submitted, in writing, to the Purchasing Manager within five (5) working days following the opening of such solicitation. This includes all protests relating to advertising of solicitation notices, deadlines, opening, and all other related procedures under the Texas Local Government Code, as well as, any protests relating to alleged improprieties or ambiguities in the specifications.

Protests relating to staff recommendations as to the award of this solicitation may be directed to the City Administration, City Manager's Office by contacting the City Manager prior to council award. All staff recommendations will be made available for public review seventy-two (72) hours prior to consideration by the City Council.

**PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** Under this Contract, the City of Coppell may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison

between the City of Coppell Purchasing Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

**PURCHASE ORDER:** A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, or other.

**INVOICES** shall show all information as stated above, shall be issued for each Purchase Order and shall be mailed directly to the City of Coppell Finance/Accounts Payable Department, 255 Parkway Blvd., Coppell, Texas 75019, or emailed to [accountspayable@coppelltx.gov](mailto:accountspayable@coppelltx.gov).

**PAYMENT** will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within ten (10) days.

**ITEMS** supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

**SAMPLES:** When requested, samples shall be furnished free of expense to the City of Coppell.

**WARRANTY:** Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

**REMEDIES:** The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

**ASSIGNMENT:** The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

**SPECIFICATIONS** and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s). The use of brand names is intended to be descriptive rather than restrictive.

**SILENCE OF SPECIFICATION:** The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

**BID NOTIFICATION:** City of Coppell utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

**EMPLOYMENT ELIGIBILITY VERIFICATION:** The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the city. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**BID SUMMARY SHEET:** Bid summary results will be made available **forty-eight (48) hours after bid opening**. Bidders desiring a copy of the bid summary sheet may view the results online **forty-eight hours (48) hours after the bid opening** at the City of Coppell website, on the Purchasing webpage. A bidder may also request a copy via email at [purchase@coppelltx.gov](mailto:purchase@coppelltx.gov) . **No results will be given over the telephone.**

**ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** Bidders are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The city also encourages bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

*ANY QUESTIONS* concerning this Invitation to Bid and Specifications should be directed to the Purchasing Department at 972-304-3698.

**COOPERATIVE PURCHASING**

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract. Each entity wishing to utilize the contract must have prior authorization from the City of Coppell and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Coppell shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO UTILIZE THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**



**CERTIFICATIONS AND REPRESENTATIONS**

**M/WBE STATUS**

\_\_\_\_\_ IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OR OTHER QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY WITH THIS BID/PROPOSAL.

\* \* \* \* \* NOTE \* \* \* \* \*

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)



**BID Q-0217-01**

**MOWING AND LANDSCAPE MAINTENANCE SERVICES**

**(SPECIFICATIONS AND CONFLICT OF INTEREST)**

**TWO COPIES MUST BE RETURNED TO THE PURCHASING DEPARTMENT  
NO LATER THAN THURSDAY, FEBRUARY 16, 2017 10:00 A.M., CENTRAL TIME**

## **Mowing and Landscape Maintenance Services Specifications and Scope of Work**

### **I. SCOPE OF SERVICES**

The City of Coppell is requesting bids for professional mowing and landscape maintenance services. The initial contract will be for one year with the option to renew for up to four additional, one-year periods.

### **II. WORK**

The services provided, below, will be conducted at multiple city properties, parks, medians, athletic fields, and right-of-ways:

- a. Mowing,
- b. Line Trimming,
- c. Edging,
- d. Blowing,
- e. and Ground litter clean-up (including pet waste removal).

### **III. WORK SCHEDULE**

1. All sites must be maintained as specified within a maximum of a five weekday scheduled work period from start to finish. In the event of inclement weather that prevents completion within the maximum five scheduled weekdays, the Contractor must notify the Parks Department representative of failure to meet the expected completion time and specify when the revised schedule will be completed. The Contractor shall be responsible for rescheduling the work on the subsequent weekend days in the event weather conditions do not allow completion of work during the normal working weekdays scheduled Monday through Friday. Any mowing delayed by weather and rescheduled for the weekend shall be approved by the Parks Department representative.
2. Prior to beginning work under this contract, the Contractor shall provide the Owner with a detailed maintenance schedule expected to accomplish this work along with a statement of anticipated labor forces in order to maximize production, quality and efficiency. The schedule shall include target dates for all cycle and period work, time estimates for task completion, staffing, equipment type and quantities, etc. Any time the schedule changes or is anticipated to change, the Contractor shall provide the Owner with a revised schedule.
3. The Contractor's authorized representative shall personally contact the Owner's designated representative should any unforeseen problems arise or if mowing is not to occur on any given day due to weather or any other reason. The Contractor shall issue

written weekly reports on company letterhead or printed company work reports including:

- a. Date,
  - b. Signature of employee generating report,
  - c. Specific problems or conditions requiring attention, including any property damaged,
  - d. Moisture conditions on each site if adverse (too dry or too wet).
4. Site reports are to be forwarded to the Owner's designated representative at the completion of each week.
5. It is the Contractor's responsibility to provide adequate personnel, materials and equipment to meet these schedules. Periodic meetings will be held, either on-site or in the offices of the Owner, to discuss progress made to-date and to discuss modifications to the schedule required to meet short-term and long-term objectives and goals of the Owner. It is further understood that a representative of the Contractor shall attend all job meetings.

#### **IV. EQUIPMENT LIST**

1. The City of Coppell Parks Department believes the minimum equipment required to fulfill this contract within the five (5) weekday work period to be as listed below.

**Bidder shall provide a list of vehicles and equipment to be used in conjunction with providing the services described and referenced herein. The city may ask to conduct site visits as part of the evaluation process prior to award of the contract.**

- a. Three (3) full-size clean and professional appearing company trucks clearly and permanently marked with company name and equipped to haul mowing equipment.
  - b. Three (3) trailers equipped to haul equipment.
  - c. Six (6) 60" to 72" zero-turn mowers
  - d. Two (2) 120" riding mowers.
  - e. Twelve (12) string line trimmers.
  - f. Twelve (12) stick edgers.
  - g. Twelve (12) backpack blowers.
2. The contractor shall be responsible for providing backup equipment, in the event equipment breakdown occurs, to prevent delays in the weekly mowing schedule.
3. Mulching mowers and equipment will be used on all Bermuda, Zoysia, Buffalo and St. Augustine grass sites. **No side discharge decks.**

#### **V. SAFETY EQUIPMENT**

1. The vendor shall supply and maintain the following safety equipment:
  - a. Six (6) clearly identifiable "MOWERS AHEAD" and/or equal traffic pre-warning signs (two per crew),
  - b. Six (6) clearly identifiable "LANE CLOSED" (indicating which lane is closed) and/or equal traffic pre-warning signs (two per crew),
  - c. Twelve (12) warning sign stands (two per crew),
  - d. Sixty (60) fluorescent cones (20 per crew),
  - e. **If closing a lane of traffic, two (2) illuminated traffic control arrow boards,**
  - f. **Fluorescent colored traffic vests – one (1) for each on-site employee. Traffic vests shall be worn by the employees while working in, or within close proximity to, traffic situations.**
2. The Contractor shall provide warning signs and traffic cones at points along all street medians and R.O.W.'s to protect workers and safeguard all traffic. All warning signs and cone layouts shall be provided and maintained in accordance with the requirements of the City of Coppell traffic control regulations and the Texas Manual on Uniform Traffic Control Devices.

**VI. SITE LOCATIONS**

It is the responsibility of the Contractor for locating and field verifying all dimensions of the turf areas to be maintained when estimating the bid. New sites that come online may be added to the contract.

The approximate square footage or acreage listed below is not to be used in preparing bids.

**Table 1.**

	<b>IRRIGATED AREAS</b> <i>Approx. 36 Weekly Cycles</i>	<b>ADDRESS</b>	<b>APPROX. ACREAGE</b>
1	Andrew Brown Park East	260 E. Parkway Blvd.	7.5
2	Andrew Brown Park West	363 N. Denton Tap Rd.	8
3	Andrew Brown Park Central	364 N. Denton Tap Rd.	5
4	Wagon Wheel Park	245 Freeport Pkwy.	42
5	Coppell Service Center	812 S. Coppell Rd.	2.75
6	Old Fire Admin. Building	520 Southwestern Blvd.	.50
7	Animal Shelter	821 S. Coppell Rd.	.50
8	Fire Station #1	520 Southwestern Blvd.	1
9	Freeport Medians	Bethel Rd. to Gateway Blvd.	.75
10	Plantation Medians	Plantation Rd.	.50
11	Thweatt Park	101 N. Coppell Rd.	5.50
12	E. Parkway Blvd.	Denton Tap Rd. to Lodge Rd.	1.75
13	W. Parkway Blvd.	Denton Tap Rd. to Cowboy Dr. Graham Dr. to N. Coppell Rd.	1.20
14	Town Center Blvd	Denton Tap to E. Parkway Blvd.	.20
15	Arts Center	157 S. Moore Rd.	.60
16	Hunterwood Park	553 Anderson Ave.	1
17	Magnolia Park	Levee Pl.	2.15
18	Duck Pond Park	400 E. Bethel School Rd.	5.50
19	Riverchase Park	1401 Glade Point Drive	.25
20	Allen Road Park	400 N. MacArthur Blvd.	3.85
21	Moore Rd. Park Practice Fields	600 Moore Rd.	7
22	Deforest Lift Station	680 Deforest Rd.	.75
23	MacArthur Park	400 S. MacArthur Blvd.	8.50
24	Waggin' Tails Dog Park	400 S. MacArthur Blvd.	4
25	Fire Station #2	366 S. MacArthur Blvd.	.25
26	S. Belt Line Medians	Southwestern Blvd. to I635	3.40
27	MacArthur Medians	Lake Vista Dr. to E. Belt Line Rd.	7.50
28	Grapevine Springs Park	700 S. Park Road	5.30

29	Sandy Lake Rd. ROW	Southside from Raven Ln. to MacArthur Blvd.	4.20
30	Village Pump Station	1101 Village Pkwy	3.75

**Table 2.**

	<b>NON-IRRIGATED AREAS</b> <i>Approx. 18 Bi-Weekly Cycles</i>	ADDRESS	APPROX. ACREAGE
1	Belt Line Rd. East-West Medians	S. Denton Tap Rd. to Carrollton Boarder (Elm Fork Trinity River)	10.5
2	Belt Line Rd. East-West ROW	S. Belt Line Rd. to Carrollton Boarder (Elm Fork Trinity River)	15.20
3	Moore Rd. Bridge ROW	E. Belt Line Rd. to Carter Dr.	1.25
4	Bethel School/Swan Drainage Ditch	Bethel School Rd. between Swan Dr. and Hawk Ln. Southside	.10
5	Sanders Loop ROW	E. Belt Line Rd. to S. Belt Line Rd.	.90
6	Peninsula ROW	Along trail from W. Peninsula Dr. to E. Peninsula Dr.	1.50
7	Deforest Rd. ROW	Southside of road from N. MacArthur Rd to Windsor Estates	1
8	Phillips Rd. Drainage Ditch	E. Parkway Blvd. to Moore Rd. Park	1.50
9	Moore Rd. Drainage Ditch	Westside from Stringfellow Dr. to Town Creek Apartments	.75
10	Villawood Drainage Ditch	S. Moore Rd to Shadowcrest Ln.	3.30
11	Royal Ln. ROW	Westside from I635 to Bethel Rd.	4.10
12	Northpoint Medians	H121 to S. Royal Ln.	.20
13	Alex Channel	Eastside of channel from E. Parkway Blvd. to Alex Dr. Alleyway	.25
14	Linear Channel	Eastside of channel from E. Parkway Blvd. to Andrew Brown Park East	.20
15	Woodridge Drainage Ditch	From MacArthur Blvd. to Redcedar Way Dr.	2
16	Woodhurst Drainage Ditch	Woodhurst Dr. to Willow Springs Dr.	3.90
17	MacArthur Blvd. ROW	Eastside from Jefferson Riverchase Apartments to Church of the Apostles	1
18	Sandy Lake Rd. ROW	<b>Southside</b> from The Learning Experience to S. Hartz Rd., London Way to Rosebriar Ct., Castlebury Ct. to Nash Dr., S. MacArthur Blvd. to Riverchase Dr. <b>Northside</b> from Carrollton boarder (Elm Fork Trinity River) to River Oaks Assisted Living, Sandy Lake Rehabilitation drive to Kimbel Kt.	11

19	The Boardwalk on Starleaf St. and ROW	MacArthur Park entrance to E. Sandy Lake Rd. ROW, Boardwalk lot	4
20	Denton Tap/ S. Belt Line Rd. ROW	Multiple locations	4
21	Hackberry Rd median and ROW	S. Bel Line Rd. to Coppell Boarder	.25
22	Bethel Rd. ROW	<b>Southside</b> Park Rd. to Old Towne Center entry drive, S. County Line Rd. to Grapevine boarder <b>Northside</b> Grapevine boarder to Creekview Dr.	1.5
23	Lake Shore Median	Median west of S. Belt Line Rd.	.10
24	Southwestern Blvd. Median	Bullock Dr. to S. Denton Tap Rd.	.25
25	Southwestern ROW	Northside from S. Denton Tap Rd. to Pinkerton Elementary	1
26	Old Town	Hammond St. to S. Coppell Rd. lot, Twisted Root Burger to East Main St. lot	6
27	S. Coppell Rd. ROW	Both sides from Southwestern Blvd. to Burns St.	.60
28	N. Coppell Rd.	Eastside from W. Sandy Lake Rd. to Grand Cottonwood Creek HOA	.10
29	Freeport Medians	Bethel Rd. to Gateway Blvd.	.80
30	Devonshire Channel	North of Wilson Elementary	.10
31	Tanbark Cir. Median	End of Tanbark Cir.	.10
32	Dobecka Dr. Median	End of Dobecka Dr.	.10
33	Park Rd. ROW	Westside	.20
34	Park Rd. Field		3
35	E. Sandy Lake Rd. Lift Station	1003 E. Sandy Lake Rd.	.70
36	Magnolia Park Lakes	Levee Pl.	6.5
37	Natches Trace/Forest Hill North Levee Trail	Northside of creek from N. Denton Tap Rd. to N. MacArthur Rd.	5
38	E Natches Trace Median	East of N. Denton Tap Rd.	.10
39	Andrew Brown Park East	234 E. Parkway Blvd.	8
40	Andrew Brown Park Central	364 N. Denton Tap Rd.	5
41	Andrew Brown Park West	363 N. Denton Tap Rd.	5
42	Moore Rd. Park/Lake Park	400 N. Moore Rd.	12
43	Freeport Pkwy Entryway @ I635	Northwest corner	5



## VII. LAWN MAINTENANCE

### A. Mowing Specifications

#### 1. Annual Schedule:

- Mid-March through Mid-November
  - Irrigated sites - Weekly
  - Non-irrigated sites - Bi-weekly
- 2. Typically, most sites will only require mowing once per week; however, the Contractor must be capable of providing mowing crews, at “last-minute notice,” in case the City requests a site to be mowed for a special event or need. Supplemental mowing may also be required on an as-needed basis due to additional rain or other weather events. Regular mowing could extend past mid-November depending upon weather and will be determined by the Parks representative.
- 3. Mowing shall be bid on a unit basis per site/per mowing. Weekly mowing may be reduced to bi-weekly at the discretion of the Parks representative (e.g., the slower rate of growth of grass due to unseasonably cooler temperatures). The Parks Department may also request additional mowing to address early emergence of spring weeds.

### B. Turf Information

1. Most sites are planted with Bermuda or St. Augustine grass. Height of mowing will be dictated by the time of season and will vary according to growth rate. The contractor shall be responsible for adjusting mower heights to prevent scalping. Vendors should follow recommendations for mow heights based upon grass type established by Texas A&M University research.
2. Mowing shall be at the proper heights according to the season and type of grass to keep all turf areas looking crisp, clean, and well-groomed (see below):
  - Bermuda: 1 ½”,
  - St. Augustine: 2 ½”,
  - Zoysia: 2”,
  - Buffalo: 5”.
3. Rotary mulching mower blades shall be kept sharp at all times. The Owner will perform routine inspections of mowers for blade sharpness and heights.
4. All lawns damaged due to negligence of the Contractor shall be professionally re-sodded by the Contractor, as necessary, to maintain a healthy growth and attractive appearance at all times. Any other plantings or structures damaged by negligence shall be the responsibility of the Contractor to repair or replace expeditiously at their own cost and with final acceptance by city staff. Examples of damage include, but are not limited, line

trimmer or mower damage to trees, landscaping, or landscape lighting, furnishings, and retaining walls.

5. **Discharge or blowing of grass into canals, creeks, lakes or other waterways is not permissible. Following each mowing, any grass deposited into such areas shall be promptly removed by the Contractor and disposed of properly.**
6. Exercise extreme care when changing directions with riding type mowers to prevent damage, 'skinning', of the turf.
7. Mowing of leaves that accumulate on properties shall be required as part of this contract. Repeated mowing passes may be necessary in order to cut the leaves into an acceptable size.
8. In areas where sparse vegetation occurs due to heavy shading from mature trees, mowing and line trimming of remaining grass and vegetation/weeds should be completed.

**C. Edging/Line Trimming**

1. **Edging of hard surfaces with line-type trimmers is not permissible. A hard edge with a blade-type edger shall be made.**

**In the event line trimmers are incorrectly used by the vendor, the payment of invoices will be at the discretion of the city.**

2. All turf perimeters along and around walkways (including pavers), curbs, walls, bed edging, utility poles and other fixtures (including recessed lighting) shall be edged/trimmed at each mowing.
3. Sprinkler valve boxes and meter boxes shall be trimmed as part of the mow cycle to keep them clearly visible.
4. The hard surface areas adjacent to turf shall be swept and/or blown clean after each operation.
5. **Turf clippings shall NOT be left in or blown into any street or concrete median nose and shall be removed before the Contractor leaves the site.**
6. **No turf clippings shall be discharged or blown into waterways or storm sewer inlets. Any such clippings must and shall be immediately removed by the Contractor at their expense.**

**D. Pond and Creek Areas**

1. The Contractor shall be responsible for mowing, edging, and line trimming related to creeks, ponds, and/or lakes and all adjacent slopes and banks to the water line. **Do not allow mowers to throw grass into lakes, ponds, or waterways.**
2. The Contractor shall be responsible for removal of trash and debris from all water edges.
3. All ground surfaces around any water area shall be maintained and cleaned to the water line.
4. Any grass, trash, or debris deposited into such areas shall be promptly removed by the Contractor and disposed of properly.

#### **E. Litter/Cleanup**

1. All debris, trash, limbs, rocks, pet waste, and similar material shall be collected from the turf areas and removed from the site by the Contractor prior to each mowing.
2. All drives, parking areas, storm drains, ditches, culverts, vaults, valley curbs and any storm drainage structure shall be kept clean of grass clippings, litter, and debris. A free flow of water shall be maintained at all times.
3. The Contractor shall be responsible for cleaning any pavement, structure or other surface of debris, litter, tire markings, or material created by grounds maintenance activity. This will be approved by city staff.
4. The Contractor shall be responsible for removal of all excess grass clumps or excessively piled grass clippings to prevent smothering of the turf. Any excessive grass left after mowing shall be raked or vacuumed. **Clippings shall not be placed in on-site dumpsters. Contractor shall remove clippings to a legal dump site.**
5. The Contractor shall not put any waste into any city or private dumpster other than those that are vendor-supplied.

#### **F. Fertilization/Pre-emergent Herbicide Applications**

The Owner will apply fertilizer or pre-emergent herbicides to all turf areas at regular intervals during the growing season. The Contractor may adjust the mowing schedule when such applications occur. The Owner will give the Contractor at least a one (1) week notice of applications to turf areas.

#### **G. Watering**

The Owner will program irrigation controllers to accommodate the mowing schedule provided in writing by the Contractor. In order to accomplish this programming, the Contractor shall provide a written schedule of mowing at least two (2) weeks prior to commencement of the contract. Any

changes in the mowing schedule must be submitted one (1) week in advance to allow for adjustments.

### **VIII. INSPECTIONS**

The Owner will make routine inspections to monitor the appearance of the grounds and the Contractor's performance. The Contractor shall make repairs and adjustments as required by the Owner, including damage to city property (e.g. sprinkler heads).

### **IX. ADDITIONAL CONSIDERATIONS**

1. All services shall be provided in a courteous and orderly manner with a minimum of inconvenience to the tenants/residents and Owner's representatives. All maintenance personnel shall be professionally and neatly dressed, in clearly identifiable uniforms of same color and bearing the company logo, at all times while on the property.

Additionally,

- Shirts must be worn at all times,
  - Gym shorts and tank tops are not appropriate dress,
  - Sturdy, safe footwear must also be worn along with safety vests when required,
  - No music will be allowed to be played by Contractor personnel while on property.
2. The Contractor shall provide a qualified English-speaking supervisor or foreman on-site with each crew at all times during any maintenance activity, who will be responsible for the progress of the work and the conduct of the Contractor's personnel. When the Contractor's work force is divided between (2) or more sites, a qualified English-speaking supervisor shall be present at each site. **The supervisors/foremen on-site must have read, and be familiar with these, specifications and have a means with which to be contacted on-site by the Owner.**
  3. The personnel performing the services described herein shall be under the sole responsibility and employ of the Contractor and shall be constantly supervised. The Contractor's staff shall be competent, experienced, and skilled in lawn and plant maintenance. All of the Contractor's employees shall be authorized to work in the United States as required by the Immigration Reform and Control Act of 1986. All Contractor personnel shall maintain their appearance and behavior in a professional manner at all times while on property.
  4. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required. Vehicles on the sites must bear the company's logo and be clearly identified. Vehicles shall also be in good working order and appear professional in nature and condition.

5. Scheduled grounds-keeping activities may be preempted by the Owner's representative in order to respond to other landscaping priorities, if needed. The Contractor shall provide the Owner's representative with a check list of items completed at the end of each working day (daily work report).
6. The Contractor is responsible for immediately notifying the Owner regarding any damages to public or private property, dry/wet areas, or other problems related to the site irrigation system.
7. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority in connection with the performance of the work. The Contractor shall be responsible for the acts and omissions of all employees, agents and all other persons performing any of the work under a contract with the Contractor.
8. The Contractor shall be responsible for initiating, maintaining and supervising appropriate safety precautions and programs in connection with this work. Vendor shall take all reasonable precautions for the safety of; and shall provide all reasonable protection to prevent damage, injury or loss to, (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
9. The Contractor shall be responsible for immediate notification of all damage to property, including, but not limited to the sprinkler systems, metal edging, lighting, windows, fences, trees, and shrubs of all sites caused by the Contractor and/or its employees. The Contractor shall be liable for any and all damages, caused by the Contractor, to city-owned public property or adjacent private property while executing the provisions of the contract.
10. Any labor, services, or materials outside the scope of this contract must be approved by Owner's designated representative. Payment of unapproved work will be at the discretion of the city.
11. Additional sites may be added during the contract term and the City will negotiate prices for the additional sites with the Contractor. Sites may also be deleted with savings to the City based upon the number of mow cycles remaining and the contract cost for each.

**Pricing Schedule A**

	<b>IRRIGATED AREAS <i>Approx. 36 Weekly Cycles</i></b>	<b>APPROX. ACREAGE</b>	<b>Price per Mowing</b>	<b>Annual Cost (Multiply by 36)</b>
1	Andrew Brown Park East	7.5		
2	Andrew Brown Park West	8		
3	Andrew Brown Park Central	5		
4	Wagon Wheel Park	42		
5	Coppell Service Center	2.75		
6	Old Fire Admin. Building	.50		
7	Animal Shelter	.50		
8	Fire Station #1	1		
9	Freeport Medians	.75		
10	Plantation Medians	.50		
11	Thweatt Park	5.50		
12	E. Parkway Blvd.	1.75		
13	W. Parkway Blvd.	1.20		
14	Town Center Blvd	.20		
15	Arts Center	.60		
16	Hunterwood Park	1		
17	Magnolia Park	2.15		
18	Duck Pond Park	5.50		
19	Riverchase Park	.25		
20	Allen Road Park	3.85		
21	Moore Rd. Park Practice Fields	7		
22	Deforest Lift Station	.75		
23	MacArthur Park	8.50		
24	Waggin' Tails Dog Park	4		
25	Fire Station #2	.25		
26	S. Belt Line Medians	3.40		
27	MacArthur Medians	7.50		
28	Grapevine Springs Park	5.30		
29	Sandy Lake Rd. ROW	4.20		
30	Village Pump Station	3.75		
		Total Annual Costs:		

**Pricing Schedule B**

	<b>NON-IRRIGATED AREAS <i>Approx. 18 Bi-Weekly Cycles</i></b>	<b>APPROX. ACREAGE</b>	<b>Price per Mowing</b>	<b>Annual Cost (Multiply by 18)</b>
1	Belt Line Rd. East-West Medians	10.5		
2	Belt Line Rd. East-West ROW	15.20		
3	Moore Rd. Bridge ROW	1.25		
4	Bethel School/Swan Drainage Ditch	.10		
5	Sanders Loop ROW	.90		
6	Peninsula ROW	1.50		
7	Deforest Rd. ROW	1		
8	Phillips Rd. Drainage Ditch	1.50		
9	Moore Rd. Drainage Ditch	.75		
10	Villawood Drainage Ditch	3.30		
11	Royal Ln. ROW	4.10		
12	Northpoint Medians	.20		
13	Alex Channel	.25		
14	Linear Channel	.20		
15	Woodridge Drainage Ditch	2		
16	Woodhurst Drainage Ditch	3.90		
17	MacArthur Blvd. ROW	1		
18	Sandy Lake Rd. ROW	11		
19	The Boardwalk on Starleaf St. and ROW	4		
20	Denton Tap/ S. Belt Line Rd. ROW	4		
21	Hackberry Rd median and ROW	.25		
22	Bethel Rd. ROW	1.5		
23	Lake Shore Median	.10		
24	Southwestern Blvd. Median	.25		
25	Southwestern ROW	1		
26	Old Town	6		
27	S. Coppell Rd. ROW	.60		
28	N. Coppell Rd.	.10		
29	Freeport Medians	.80		
30	Devonshire Channel	.10		
31	Tanbark Cir. Median	.10		
32	Dobecka Dr. Median	.10		
33	Park Rd. ROW	.20		
34	Park Rd. Field	3		
35	E. Sandy Lake Rd. Lift Station	.70		
36	Magnolia Park Lakes	6.5		

37	Natches Trace/Forest Hill North Levee Trail	5		
38	E Natches Trace Median	.10		
39	Andrew Brown Park East	8		
40	Andrew Brown Park Central	5		
41	Andrew Brown Park West	5		
42	Moore Rd. Park/Lake Park	12		
43	Freeport Pkwy Entryway @ I635	5		
		Total Annual Costs:		

**Pricing Schedule C Alternate Items**

These additional, alternate items may be ordered, if needed. Pricing is being requested by the city in order to expedite delivery should the need occur.

1	Reel Mowing	Unit Price Per Acre	
2	Supply & Install Hardwood Mulch (3 cu. yard bag)	Unit Price Per Bag	
3	Licensed Irrigator	Hourly Rate	
4	Irrigator Helper	Hourly Rate	
5	Denton Tap Median Landscape/Bed Detail Maintenance (Highland Dr to Southwestern Blvd)-Hand removal of weeds, litter removal, and no herbicides.	Unit Price per Cycle (Bi-weekly, 18 cycles)	
6	Denton Tap Median Mowing (Highland Dr to Southwestern Blvd)-Buffalo grass, 5" height.	Unit Price per Cycle (Once per month, 6 cycles)	



## Standard Insurance Requirements

The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<b><u>Type of Insurance</u></b>	<b><u>Amount</u></b>	
Worker's Compensation	as set forth in the Worker's	Compensation Act.
Commercial General	\$1,000,000 Each	Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.	
Owner's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate	
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage	
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
Automobile Liability	\$500,000 Combined single limit per occurrence.	

### **ADDITIONAL INSURED**

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

**BID FORM**

**PROJECT IDENTIFICATION:**      **Mowing and Landscape Maintenance Services**  
Bid **Q-0217-01** in Coppell, Texas

BID OF \_\_\_\_\_ DATE \_\_\_\_\_  
(NAME OF FIRM)

THIS BID IS SUBMITTED TO:  
City of Coppell  
c/o Purchasing Manager  
255 Parkway Boulevard  
P.O. Box 9478  
Coppell, Texas 75019

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Company Information**

Company Name: \_\_\_\_\_

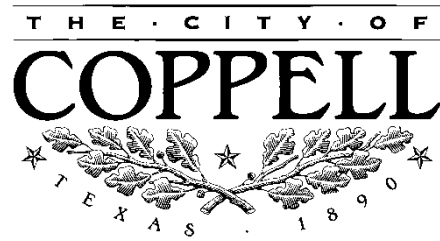
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_



## **CITY OF COPPELL, TEXAS**

### **STANDARD FORM PURCHASE CONTRACT**

**City of Coppell, Texas**

**255 Parkway Boulevard  
P.O. Box 478  
Coppell, Texas 75019**

This Agreement is made by and between the City of Coppell, Texas, a home-rule municipality (hereinafter referred to as the "Buyer") and the hereinafter named Seller, referred to as the "Seller," for the sale of the goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, Zip]

\_\_\_\_\_  
[Telephone]

**DESCRIPTION OF GOODS**

This Contract is for the purchase by the City of Coppell, Texas, of the goods, materials and items described hereinafter as the "Goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

**Description**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[CHECK ONE:]

\_\_\_\_\_ This Contract is a “fixed price - fixed quantity” Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of this Contract and, in connection with the delivery date, time is and shall be of the essence.

\_\_\_\_\_  
[Insert Date of Delivery]

**OR**

\_\_\_\_\_ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer’s order. The delivery date(s) shall be set forth in Buyer’s order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for an additional period or periods equivalent to the primary duration upon sending written notice of intent thereof within thirty (30) days prior to the expiration of the last day of the term of this Contract. The failure to send the foregoing notice shall convert this agreement into a “fixed price - fixed quantity” contract as described above.

DURATION: From \_\_\_\_\_ to \_\_\_\_\_.

#### PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller’s bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number and shall be itemized. A copy of the bill of lading should be attached to the invoice. Mail to City of Coppell, Purchasing Department, 255 Parkway Boulevard, P.O. Box 478, Coppell, Texas 75019. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the purchasing department advised of any changes in their remittance addresses. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller’s invoice shall in any way modify, vary or alter the provisions hereof.

Buyer’s obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer. Do not include federal excise tax, state or city sales tax. The City shall furnish a tax exempt certificate if required.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of container, e.g. box 1 of 4 boxes and (d) the number of the container bearing the package slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid. Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "No arrival, No sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Coppell with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

**11. WARRANTY - PRICE:**

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**12. WARRANTY - PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

**13. SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

**14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

**15. CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those goods retained by Buyer.

**16. FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force



Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties or their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **INTERPRETATION - PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this

section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.

25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.
27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Dallas County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SELLER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name and Title/Position)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City Manager)