



City of Burleson

REQUEST FOR PROPOSALS

Proposal Reference Number: 2020-011

Project Title: Grounds Maintenance

Proposal Closing Date: 3:00 P.M.(CST), October 7, 2020

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Burleson, Texas

Request for Proposals

1. Introduction

- A. Project Overview: The City of Burleson is requesting Proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
 - 1. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Manager identified in section 2 below.
 - 2. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix A – Scope of Services.
 - 3. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - 4. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
- E. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Proposer: The Proposer and the Proposer’s designated contact signing the first page of the Proposal.

City of Burleson (“City”): The City of Burleson, Texas.

Project: The name of this Request for Proposals as identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Manager: The City of Burleson Purchasing Manager is Justin Scharnhorst.

Phone: (817) 426-9646

E-Mail: jscharnhorst@burlesontx.com

Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

3. General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City’s failure to take any such reasonable steps, even if the City is negligent in failing to do so.

4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor.

6. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: All proposals must be submitted electronically. The Proposer must visit <https://burlesontx.bonfirehub.com/login> and register. Once registered for this complimentary service, the Proposer may submit Proposal Documents electronically by selecting the appropriate Proposal Identification.
- B. Submittal Deadline: It is the Proposer’s responsibility to have the Proposal Documents correctly electronically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.

- C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded within the Bonfire electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.
- E. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The City only accepts electronic submissions via <https://burlesontx.bonfirehub.com/login>. Any other format (via telephone, fax, email, etc.) may be rejected by the City at its discretion.
- F. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.

G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Burleson for cause:

1. The successful proposer fails to perform in accordance with the provisions of these specifications; or
2. The successful proposer violates any of the provisions of these specifications; or
3. The successful proposer disregards laws or regulations of any public body having jurisdiction; or
4. The successful proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
5. If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Burleson may, terminate the contract by giving the successful proposer seven (7) days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
6. When the contract has been so terminated by the City of Burleson, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Appendix A – Scope of Services

1. **Project Title:** Grounds Maintenance

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services, etc. may be directed to **JUSTIN SCHARNHORST**, Phone. 817-426-9646, e-mail: jscharnhorst@burlesontx.com.

3. **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

NONE

4. **Proposal Evaluation Factors**

Emphasis	Factor
20%	Background of the company
20%	Ability to provide services *Vendor must demonstrate their ability to provide the requested services at the expected level of service.
30%	Cost *if a vendor is only participating on one tier the same factors are still applicable.
10%	Work chart including any applicable certifications
20%	Top three contracts in terms of price and scope – demonstrating the vendor’s ability to handle the services requested in this RFP.

5. **Key Events Schedule**

Deadline for Submittal of Written Questions	October 1, 2020
Sealed Proposals Due to and Opened by City	October 7, 2020
Anticipated Award Date	October 19, 2020

6. **Scope of Services**

The City of Burleson is seeking to secure a qualified contractor to provide enhanced Landscaping services, Rights of Way and median mowing in accordance with the specifications provided herein.

Mowing / Maintenance will be accomplished based on three different tiers outlined in the interactive map that is provided as part of this RFP. Vendors will have the ability to bid one, two, or all three sections of this contract. The frequency of the services provided are not specified by the City. It will be the vendor’s responsibility to provide a level of service that is consistent with the expectations of the City that is outlined in the map.

Performance Indicators

	Element	Percentage
A. TIER 1 Mowing		25%
1. Mow and edge all grass once per week	10%	
2. All areas are clean of clippings, trash and debris weekly	5%	
3. Effectiveness of a fertilization and pesticide program	5%	
4. Trees are trimmed and prune up to 8 feet	5%	
B. TIER 2 Mowing		15%
1. Trim and prune all trees up to 8 feet	5%	
2. Mow and edge all grass every other week	5%	
3. All areas are clean of clipping, trash, and debris every other week	5%	
C. TIER 3 Mowing		10%
1. Mow and edge all grass once a month	5%	
2. All areas are clean of clipping, trash, and debris once a month	5%	
D. TIER 1 Landscape Beds		30%
1. Replace flowers, plants, and ground cover as scheduled	5%	
2. Flower beds and ground cover beds are weed free	5%	
3. All areas are cleaned of clipping, trash and debris once a week	5%	
4. Effectiveness of a fertilization and pesticide program	5%	
5. Trim and prune all trees up to 8 feet	5%	
6. Irrigation inspection report completed biweekly	5%	
E. TIER 2 Landscape Beds		20%
1. Replace Plants and ground cover as scheduled	5%	
2. Landscape beds are weed free	5%	
3. Trim and prune all trees up to 8 feet	5%	
4. Effectiveness of a fertilization and pesticide program	5%	

Non-Performance

- A. The Vendor must maintain a 90% average score based on the scoring system set out below:**
- B. The Performance Indicators are:**
 - 1. TIER 1 Mowing**
 - 2. TIER 2 Mowing**
 - 3. TIER 3 Mowing**
 - 4. TIER 1 Landscape Beds**
 - 5. TIER 2 Landscape Beds**
- C. Staff will perform quarterly condition assessments. The condition assessment will sample at least 25% of the scheduled service areas.**
- D. If assessments are below 90%, there will be a 5% deduction in the monthly charge for that TIER for the next quarter.**
- E. Inspections will be done by the Parks Superintendent and the Vendor designee.**

TIER 1 Mowing and Lawn Care (Weekly)

General – Throughout the year, mowing and edging of all lawn areas should be performed as specified during the growing season. Due to weather patterns, the growing season may vary from year to year. Mowing and lawn care should be maintained as needed to present a neat appearance at all times.

- A. Work shall be performed and completed on the scheduled service day for each property.
- B. Vendor shall perform the work at the work times that are in the best interest of the city operations.
- C. Mow all grass once per week during the growing season. Vendor designee and the City shall determine proper cutting height according to the time of season and type of grass.
- D. Vendor shall pick up and remove excess grass clippings from the site and premises.
- E. Mowing direction patterns shall change weekly. Turf damage from mower tire tracking shall not be apparent.
- F. 21” mowers shall mow small areas of turf slopes where vendor is not able to accommodate large riding mowers.
- G. Edge all lawn areas once per week per mowing schedule.
- H. Clean sidewalks, driveways, turf areas, and parking lots after mowing and edging to keep areas free of clippings, debris and trash.
- I. Fertilize areas with a 4-1-2 ratio fertilizer with minimum slow release nitrogen content of 30% and not higher than 50% Micronutrients, S, CL, Mg, and Z at manufacturer’s recommended rate of application.
- J. Apply Turf Pre-emergence – Apply an approved treatment at manufacturer’s recommended rate of application.
- K. Apply Turf Post-emergence –Apply an approved treatment at manufacturer’s recommended rate of application.
- L. Spot Treatment – Apply an approved treatment to all perennial and annual weeds,
- M. Maintain control of weeds in turf areas and at all property fences.
- N. Herbicide application shall be applied if necessary and shall be coordinated and approved by the Parks Superintendent prior to the application.
- O. Treat all ant mounds with an approved treatment at manufacture’s recommended rate of application, as the ant mounds appear.
- P. All work debris, scrap and residual materials shall become the property of the Vendor.
- Q. It will be the Vendor’s responsibility to remove all waster material and rubbish. This includes grass, shrubs, weed clippings, tree branches, and trunks from tree pruning.
- R. Vendor shall, at all times, maintain the work area in a clean, safe and professional manner.
- S. Weekly inspections shall be done of all properties.

Trees and Shrub Care Includes:

- A. Trim and prune all trees and shrubs as necessary during the growing season to provide a clean and manicured appearance.
- B. Trees shall be pruned for pedestrian clearance height of 8 feet.
- C. Tree that grow over roadways must be trimmed at a height of 15 feet.
- D. Staked trees shall be checked monthly, after every major storm, and straightened as required.
- E. Keep basins and area between plants free of weeds at all times. Use recommended legally approved herbicides.
- F. Avoid frequent soil cultivation that destroys shallow roots. Apply mulch to help prevent wee seed germination. Mulch shall be kept no less than (2) inch depth throughout maintenance period. Replenish all mulch once a year per landscape schedule.
- G. Remove trash and debris from the beds on each site visit during the maintenance period.
- H. Apply approved pesticides and fungicides treatment as needed.
- I. Monthly inspections shall be done on all properties.

TIER 2 Mowing and Lawn Care (Every other week)

General – Throughout the year, mowing and edging of all lawn areas should be performed as specified during the growing season. Due to weather patterns, the growing season may vary from year to year. Mowing and lawn care should be maintained as needed to present a neat appearance at all times.

- A. Work shall be performed and completed on the scheduled service day for each property.
- B. Vendor shall perform the work at the work times that are in the best interest of the city operations.
- C. Mow all grass every other week during the growing season. Vendor designee and the City shall determine proper cutting height according to the time of season and type of grass.
- D. Vendor shall pick up and remove excess grass clippings from the site and premises.
- E. Mowing direction patterns shall change weekly. Turf damage from mower tire tracking shall not be apparent.
- F. 21” mowers shall mow small areas of turf slopes where Vendor is not able to accommodate large riding mowers.
- G. Edge all lawn areas once per week per mowing schedule.
- H. Clean sidewalks, driveways, turf areas, and parking lots after mowing and edging to keep areas free of clippings, debris and trash.
- I. Fertilize areas with a 4-1-2 ratio fertilizer with minimum slow release nitrogen content of 30% and not higher than 50% Micronutrients, S, CL, Mg, and Z at manufacturer’s recommended rate of application.
- J. Apply Turf Pre-emergence – Apply an approved treatment at manufacturer’s recommended rate of application.
- K. Apply Turf Post-emergence –Apply an approved treatment at manufacturer’s recommended rate of application.
- L. Spot Treatment – Apply an approved treatment to all perennial and annual weeds,
- M. Maintain control of weeds in turf areas and at all property fences.
- N. Herbicide application shall be applied if necessary and shall be coordinated and approved by the Parks Superintendent prior to the application.
- O. Treat all ant mounds with an approved treatment at manufacture’s recommended rate of application, as the ant mounds appear.
- P. All work debris, scrap and residual materials shall become the property of the Vendor.
- Q. It will be the Vendor’s responsibility to remove all waster material and rubbish. This includes grass, shrubs, weed clippings, tree branches, and trunks from tree pruning.
- R. Vendor shall, at all times, maintain the work area in a clean, safe and professional manner.
- S. Monthly inspections shall be done of all properties.

Trees and Shrub Care Includes:

- A. Trim and prune all trees and shrubs as necessary during the growing season to provide a clean and manicured appearance.
- B. Trees shall be pruned for pedestrian clearance height of 8 feet.
- C. Tree that grow over roadways must be trimmed at a height of 15 feet.
- D. Staked trees shall be checked monthly, after every major storm, and straightened as required.
- E. Keep basins and area between plants free of weeds at all times. Use recommended legally approved herbicides.
- F. Remove trash and debris from each area, each site visit during the maintenance period.
- G. Monthly inspections shall be done of all properties.

TIER 3 Mowing and Lawn Care (Monthly)

General – Throughout the year, mowing and edging of all lawn areas should be performed as specified during the growing season. Due to weather patterns, the growing season may vary from year to year. Mowing and lawn care should be maintained as needed to present a neat appearance at all times.

- A. Work shall be performed and completed on the scheduled service day for each property.
- B. Vendor shall perform the work at the work times that are in the best interest of the city operations.
- C. Mow all grass once per month during the growing season. Vendor designee and the City shall determine proper cutting height according to the time of season and type of grass.
- D. Vendor shall pick up and remove excess grass clippings from the site and premises.
- E. Mowing direction patterns shall change weekly. Turf damage from mower tire tracking shall not be apparent.
- F. 21” mowers shall mow small areas of turf slopes where Vendor is not able to accommodate large riding mowers.
- G. Edge all lawn areas once per week per mowing schedule.
- H. Clean sidewalks, driveways, turf areas, and parking lots after mowing and edging to keep areas free of clippings, debris and trash.
- I. Apply Turf Pre-emergence – Apply an approved treatment at manufacturer’s recommended rate of application.
- J. Apply Turf Post-emergence –Apply an approved treatment at manufacturer’s recommended rate of application.
- K. Spot Treatment – Apply an approved treatment to all perennial and annual weeds,
- L. Maintain control of weeds in turf areas and at all property fences.
- M. Herbicide application shall be applied if necessary and shall be coordinated and approved by the Parks Superintendent prior to the application.
- N. All work debris, scrap and residual materials shall become the property of the Vendor.
- O. It will be the Vendor’s responsibility to remove all waster material and rubbish. This includes grass, shrubs, weed clippings, tree branches, and trunks from tree pruning.
- P. Vendor shall, at all times, maintain the work area in a clean, safe and professional manner.
- Q. Monthly inspections shall be done of all properties.

Trees and Shrub Care Includes:

- A. Trim and prune all trees and shrubs as necessary during the growing season to provide a clean and manicured appearance.
- B. Trees shall be pruned for pedestrian clearance height of 8 feet.
- C. Tree that grow over roadways must be trimmed at a height of 15 feet.
- D. Staked trees shall be checked monthly, after every major storm, and straightened as required.
- E. Keep basins and area between plants free of weeds at all times. Use recommended legally approved herbicides.
- F. Remove trash and debris from each area, each site visit during the maintenance period.
- G. Monthly inspections shall be done of all properties.

Tier I Landscape Beds (Weekly Maintenance)

General – Throughout the year, weekly operations such as weeding watering, cleanup, etc., should be ongoing. Mowing and edging of all lawn areas should be performed as specified during the growing season. Due to weather patterns, the growing season may vary from year to year. Landscape beds should be maintained as needed to present a neat appearance at all times.

- A. All possible means required to maintain planted landscaping in a vigorous, health state throughout the maintenance period.
- B. Consist of, but not limited to, watering weeding, fertilizing, disease and insect pest control, pruning, aerating, protected spraying, and any other procedures consistent with good horticultural practice necessary on a weekly basis.
- C. Submit watering schedule for each site to Parks Superintendent for approval.
- D. At the start of the maintenance period, remove all weeds from the beds by hand or by mechanical means.
- E. Landscape beds shall be kept free of weeds at all times.
- F. Damage to plant materials through herbicide misuse is the sole responsibility of the Vendor.
- G. Upon each season color change, fertilize landscape beds by using a water-soluble fertilizer with primary, secondary, and trace nutrients.
- H. Spot Treatment – Apply an approved treatment to all perennial and annual weeds.
- I. Maintain control of weeds in turf areas and at all property fences.
- J. Herbicide application shall be applied if necessary and shall be coordinated and approved by the Parks Superintendent prior to the application.
- K. Treat all ant mounds with an approved treatment at manufacture’s recommended rate of application, as the ant mounds appear.
- L. Edge ground cover to keep in bounds, and trim top growth as necessary to achieve overall even appearance.
- M. Remove trash and debris form the beds on each site visit during the maintenance period.
- N. Maintain flowerbed edging to be in proper bounds and height at all times.
- O. Upon each season color change, landscaper mix and compost should be added as necessary, as well as a soil active fertilizer product such as “Color Star” shall be tilled into soil at each planting.
- P. Landscape beds should be crowned prior to planting to maximize drainage.
- Q. Landscape beds mulch shall be replaced two (2) times per year in accordance to the schedule, Landscape bed replacement(s) shall be part of the base bid.
- R. Flowers shall be four (4) inch pots, spaced six (6) to eight (8) inch centers depending on the flowers. Vendor shall submit scheme for planting to the Parks Superintendent for his approval one (1) month before scheduled.
- S. Weekly inspections shall be done on all properties.

Trees and Shrub Care Includes:

- A. Trim and prune all trees and shrubs as necessary during the growing season to provide a clean and manicured appearance.
- B. Trees shall be pruned for pedestrian clearance height of 8 feet.
- C. Tree that grow over roadways must be trimmed at a height of 15 feet.
- D. Staked trees shall be checked monthly, after every major storm, and straightened as required.
- E. Keep basins and area between plants free of weeds at all times. Use recommended legally approved herbicides.
- F. Avoid frequent soil cultivation that destroys shallow roots. Apply mulch to help prevent wee seed germination. Mulch shall be kept no less than (2) inch depth throughout maintenance period. Replenish all mulch twice a year per landscape schedule.
- G. Remove trash and debris from the beds on each site visit during the maintenance period.
- H. Apply approved pesticides and fungicides treatment as needed.
- I. Weekly inspections shall be done on all properties.

Tier 2 Landscape Beds (Biweekly Maintenance)

General – Throughout the year, weekly operations such as weeding watering, cleanup, etc., should be ongoing. Mowing and edging of all lawn areas should be performed as specified during the growing season. Due to

weather patterns, the growing season may vary from year to year. Landscape beds should be maintained as needed to present a neat appearance at all times.

- A. All possible means required to maintain planted landscaping in a vigorous, health state throughout the maintenance period.
- B. Consist of, but not limited to, watering weeding, fertilizing, disease and insect pest control, pruning, aerating, protected spraying, and any other procedures consistent with good horticultural practice necessary on a biweekly basis.
- C. Submit watering schedule for each site to Parks Superintendent for approval.
- D. At the start of the maintenance period, remove all weeds from the beds by hand or by mechanical means.
- E. Landscape beds shall be kept free of weeds at all times.
- F. Damage to plant materials through herbicide misuse is the sole responsibility of the Vendor.
- G. Before each season, fertilize landscape beds by using a water-soluble fertilizer with primary, secondary, and trace nutrients.
- H. Spot Treatment – Apply an approved treatment to all perennial and annual weeds.
- I. Maintain control of weeds in turf areas and at all property fences.
- J. Herbicide application shall be applied if necessary and shall be coordinated and approved by the Parks Superintendent prior to the application.
- K. Treat all ant mounds with an approved treatment at manufacture’s recommended rate of application, as the ant mounds appear.
- L. Edge ground cover to keep in bounds, and trim top growth as necessary to achieve overall even appearance.
- M. Remove trash and debris from the beds on each site visit during the maintenance period.
- N. Maintain flowerbed edging to be in proper bounds and height at all times.
- O. Landscape beds should be crowned prior to planting to maximize drainage.
- P. Landscape beds mulch shall be replaced once per year in accordance to the schedule, Landscape bed mulch replacement(s) shall be part of the base bid.
- Q. Plants shall be four (4) inch pots, spaced six (6) to eight (8) inch centers depending on the plant. Vendor shall submit scheme for planting to the Parks Superintendent for his approval one (1) month before scheduled.
- R. Monthly inspections shall be done on all properties.

Trees and Shrub Care Includes:

- A. Trim and prune all trees and shrubs as necessary during the growing season to provide a clean and manicured appearance.
- B. Trees shall be pruned for pedestrian clearance height of 8 feet.
- C. Tree that grow over roadways must be trimmed at a height of 15 feet.
- D. Staked trees shall be checked monthly, after every major storm, and straightened as required.
- E. Avoid frequent soil cultivation that destroys shallow roots. Apply mulch to help prevent weed seed germination. Mulch shall be kept no less than (2) inch depth throughout maintenance period. Replenish all mulch once a year per landscape schedule.
- F. Remove trash and debris from the beds on each site visit during the maintenance period.
- G. Apply approved pesticides and fungicides treatment as needed.
- H. Monthly inspections shall be done on all properties.

7. Point of Contact

- A. The Purchasing Manager, identified below, is the sole point of contact regarding the bidding documents from the date of issuance until selection of the successful vendor. The point of contact for inquiries concerning this bid is:

Justin Scharnhorst
Purchasing Manager
City of Burleson
141 W. Renfro
Burleson, Texas 76010
817-426-9646, Fax 817-426-9368
jscharnhorst@burlesontx.com

8. Restriction on Communication

- A. All communications relating to this sealed bid must be directed to the City's contact person named above. All other communications between a Vendor and City staff and public officials concerning this bid are prohibited. Failure to comply with this requirement may result in the City disqualifying the Vendor's bid.

9. RFP Process

- A. Each bidder shall carefully examine all bid documents and any and all addenda or other revisions, and thoroughly familiarize with all requirements prior to submitting a bid. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by written addenda to all persons who have attended the pre-bid conference. All inquiries shall be directed to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, and (817) 426-9646.

10. Requirements Contract

The Parks & Recreation Director or designee has the authority to cancel maintenance cycles at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. It is assumed that the Contractor shall be notified of any cancellation(s) at such time that a Notice To Proceed is issued for any maintenance cycle.

- A. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

11. Transitional Period

- A. In the event that a new Contractor(s) is (are) not selected by the City of Burleson, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until new contracts can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

12. Addition or Deletion

- A. The City reserves the right to add or remove items as circumstances warrant. The City of Burleson reserves the right to purchase additional units under the terms of this specification.

13. Contract Term

- A. The contract shall be for a term of one year beginning upon City Council approval. The City and contractor may, upon mutual consent, extend the contract for four additional one-year periods after the initial term, upon written request of the contractor presented no later than forty-five (45) days prior to the expiration of the contract. The rates can be adjusted upward or downward at this time at a percentage not to exceed the effective change in the price index (CPI) for the previous twelve (12) months.
- B. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.
- C. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will become null and void upon the completion of the appropriated funding.

14. Contract

- A. The bid document, as amended by addendum, returned and awarded by Burleson City Council shall constitute the contract.

15. Method of Award

- A. The City of Burleson intends to award a contract to the vendor who provides goods or services at the best value for the City of Burleson. The City may choose to award the contract based on the lowest responsible bid or the best value ranking, whichever is deemed to be in the best interest of the City. In determining the best value for the City of Burleson, the City will consider price and relevant experience/references to the extent to which the goods or services conform to the specifications herein.
- B. Each vendor is responsible for submitting all relevant, factual, and correct information with their bid.

16. Bid Evaluation

- A. The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to determine "or equal" status.

17. Contractor Selection

- A. If awarded, the contract shall be based on the City's evaluation criteria of price, experience/references and compliance with bid requirements. A responsive bidder shall have submitted a complete sealed bid packet within the stated timeline and in accordance with the bid specifications. A responsible bidder shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.
- B. A responsive bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications.

- C. A responsible bidder is defined to be one who demonstrates via their responses to the selection criteria his or her ability to successfully deliver the supplies, equipment, or services being procured.

18. Bidders Qualification Requirements

Each bidder is responsible for submitting all relevant, factual and correct information with their bid. The below listed criteria will be assessed by the vendors submitted data. If additional sheets are attached to the bid specification, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

- A. Landscape Maintenance Service Contractor shall have a minimum of five- (5) consecutive years' experience in landscape maintenance, which includes manicured grass maintenance, shrub and bed maintenance, planting and maintenance of trees, and irrigation system maintenance and installation.
- B. Contractor shall have successfully completed a landscape maintenance contract of similar size and scope of these contract specifications.
- C. Contractor must submit with their bid, a list of equipment to be used for this contract. The list of equipment should include year, model, make, and number of hours on all equipment to be used. Equipment can be subject to inspection by the City representative. Contractor may use attached form.
- D. Contractor shall have in his or her employment at the time of the bid the minimum number of employees to successfully execute the bid as specified.
- E. Contractor shall be capable of securing the specified insurance in the amount of the contract within fifteen (15) working days after the formal acceptance of the proposal.
- F. Contractor shall provide a minimum of 3 current references with the bid. References shall be from clients the contractor has served in a similar capacity within the last 24 months.

19. Contractor's Responsibility for Work

- A. The Contractor shall be responsible for the complete performance of all of the work under the Contract.
- B. Contractor shall be responsible for furnishing all tools, equipment, labor, supplies and incidentals required to complete the work

20. Cancellation

- A. The Contractor shall strictly comply with the provisions of the contract with an adequate number of quality personnel and equipment to perform the work described in these specifications. Non-performance or non-compliance with the requirements of this specification by the awarded vendor(s) shall be basis for the termination of the contract by the City immediately.
- B. The Contractor shall be given forty-eight hours following receipt of notification of default in which to remedy the deficiencies. If the deficiencies are not remedied as a result of the notification, the contract shall be terminated.
- C. At the discretion of the City, subsequent notification(s) may be issued upon the occurrence of each default(s) and the contractor shall have forty-eight hours following receipt of the second notification

to remedy the deficiencies. If deficiencies are not remedied following the subsequent notification(s) period, the Contractor shall be deemed in default of the contract and the contract shall be terminated.

- D. The City shall not pay for services or supplies that are deemed by the City to be unsatisfactory. Vendors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation.

21. Invoicing

- A. Invoicing shall be accomplished on a tier basis. Invoices shall be detailed indicating date of request, tier description, quantity, and price. Invoices MUST reference the City of Burleson Bid Contract Number 2020-011.
- B. Payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act. Please provide a detail listing of all work performed and submit invoice at the end of each month. Invoices are to be prepared in duplicate and submitted to:

City of Burleson
Finance Department/Accounts Payable
141 W. Renfro
Burleson TX 76028

And an electronic copy to the following addresses: finance@burlesontx.com

22. General Requirements

Site visit can be arranged upon request to the Purchasing Manager.

General Contractor's Work. The City reserves the right to reject any and all bids.

Each bid shall contain a written operational plan outlining bidders proposed work scheduled to ensure compliance of cycle time. Any proposal without an operational plan will be considered non-responsive.

- A. Bids shall also include a completed "Bidders Questionnaire" which is part of the operational plan as well as an equipment list and past work history to determine whether or not a bidder can adequately perform the necessary work. The City has the right to inspect all equipment dedicated for use on this project prior to award of the bid. During inspection the Contractor must have all equipment which will be dedicated to the Contract on hand or have original receipt of purchase or lease to show ownership. All equipment the bidder is committing to this Contract, if awarded, should be included in the listing. Past experience has shown that it is absolutely essential to have back-up equipment to allow for breakdowns.
- B. It is the spirit and intent of these specifications and plans to secure for the City, and Director, the work described, complete in every respect, and the general conditions there for shall be complied with, whether items are specifically mentioned or not.

23. Site Work

Grounds Maintenance Specifications

- A. Definitions:

1. Project Area: Shall refer to geographic area(s) of the City designated to receive specified grounds maintenance services. This area includes medians, rights-of-way and landscape beds. See Maps.
2. Maintenance Schedule: Shall mean the time periods established for the project.
3. Maintenance Cycle: Shall refer to each time period in the maintenance schedule for the project year. A beginning and ending date, in which all prescribed maintenance activities for each area shall be completed, define each time period.
4. Director: The term Director shall mean the duly appointed officer of the Department of Parks and Recreation.
5. Inspector: Shall mean the Deputy Director of Parks or authorized designee, who shall monitor the Contractor's progress within the Project Area he is assigned. The inspector shall have no duty to inspect, but may inspect at his discretion.
6. Inclement Weather: Shall mean wet or rainy weather when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily. This determination shall be made at the sole discretion of the Deputy Director of Parks or designee.
7. Trash and Litter: Shall mean any debris within the Project Area such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags, rocks, etc., which is not intended to be present as part of the landscape. The project area includes streets, sidewalks, curbs, catch basins, gutters, hillsides, ditches, etc. *Removal of debris will require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.*

****No visible litter or debris in finished product after mowing****

8. Debris / Litter Cleanup: Shall mean the removal of trash and litter from the assigned contracted areas as determined by the Deputy Director of Parks.

All areas (landscape, mulch, decomposed granite, hardscapes curb and gutter, etc.) shall be inspected and debris removed two time a week (Mondays & Fridays). The contractor must notify the Deputy Director of Parks or designee of the specific location of all extremely large or hazardous items that are not removed.

Debris and litter cleanup will be performed fifty-two (52) weeks per year.

9. Trimming: Shall refer to the cutting or removal of all plant material immediately adjacent to Project Area structures, poles, trees, signs, planting beds, etc. Also, includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other concrete surface within the median or rights of way.

All chemical treatments shall be performed under the direction of a commercial applicator license through the SPCB or TDA. Trimming may be accomplished by manual or chemical means. Chemical edging must be in accordance with SPCB or TDA rules and regulations. Approval must be obtained by the Deputy Director of Parks or designee prior to application. Chemical edging cannot be visible and all chemical treatments shall be growth regulators, however, herbicides can be used in nose cones and concrete areas only.

****No vegetation taller than existing turf around structures and obstacles ****

10. Edging: Shall refer to the vertical removal of any and all plant material no lower than 4 inches, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements. Edge cut shall remove vegetation from concrete services.

**Visible separation of turf from concrete and no vegetation overhanging onto concrete surface.

11. Chemical Applications: Shall refer to the use of an herbicide as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Band of chemical application shall not exceed six inches (6") from target structure of chemical treatment. Approval of herbicides must be obtained from the Deputy Director of Parks or designee prior to herbicide application. *Treated weeds that are left after kill by chemical application shall be removed from area.*

Applications of pre-emergent and post emergent weed controls shall be applied to control weeds without damaging turf. Pre-emergent weed controls should be applied twice a year (fall before September 30th & winter before February 25th).

Chemical edging cannot be visible and all chemical treatments shall be growth regulators, however, herbicides can be used in nose cones and concrete areas only.

**Visible separation of turf from concrete and no vegetation overhanging onto concrete surface and no larger than a 6" band around obstacles.

12. Scalping: Shall refer to any action resulting in the mowing of any turf area below a three-inch (3") height down to and including the soil.

** No scalped areas.

13. Mulch Areas or Tree Rings: Shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed and a protective covering of organic substances is placed to prevent evaporation of moisture, control weed growth, prevent mechanical damage to landscape and for aesthetic reasons.

14. Work Record Summary: Shall mean a written record detailing times and locations of when the contractor and employees were on the job site completing work per contract specifications.

15. Median: Shall mean the center island of the listed streets from curb line to curb line plus all traffic triangles, where they exist, on sides of the intersections. This includes curb gutter joints where the curb meets the roadway and concrete paved areas from end of grass to the curb.

16. Rights of Way: Shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes but is not limited to curbs, sidewalks, walkways, drainage ditches, burrow ditches and any other areas owned, dedicated, used or reserved for public use.

17. Soil Moisture: Shall mean weekly soil Check for proper soil moisture levels. Monitor turf for signs of droughts stress and over-watering. Report conditions to Deputy Director of Parks weekly, at a minimum and more frequently when extreme conditions exist.

18. Fertilization: Shall mean turf shall be fertilized 3 times a year. Apply a balanced N-P-K Slow release fertilizer – spring, midsummer, and late summer. Specified dates to be determined by the Deputy Director of Parks.
19. Shrub and Plant Pruning: Shall mean shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage to diseased plants. The Deputy Director of Parks shall determine shrub and plant pruning.
20. Mulch Areas / Granite Areas / Hardscapes: Shall mean landscaped areas of this contract. Keep areas free from all broadleaf or grassy weeds. Weed control herbicide shall be applied to control weeds without damage to the desirable plant material. The contractor is responsible for damage to the plants caused by herbicide.

Mulch should be maintained with a consistent, smooth, even surface and a minimum depth of three inches.

Crushed granite gravel should be maintained with a consistent, smooth, compacted, even surface and at a minimum depth of 6 inches.

21. Uniforms: Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and employee's name. Uniforms are not to be dirty, stained or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vest to insure their visibility to drivers.
22. Warning Devices and Barricades: The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate of required by the City to protect persons or property in, near of adjacent to the jobsite. The contractor shall comply with all applicable Federal, State, and Local laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the contractor for such measures.
23. Subcontracts: Contractor may hire qualified subcontractors to perform functions or work requiring specialized equipment. Contractor must notify the Deputy Director of Parks in writing for any work performed by a subcontractor.

B. Work Orders, Assignments and Inspection of Work:

1. Initial Clean-Up: On the first clean-up prior to the first ROW mowing the City will provide free disposal of trash and debris collected. All disposal of trash and debris after that will be charged at the published rates.
2. Disposal of Large Item: Contractor shall contact the Deputy Director of Parks for disposal of large item. i.e.; couches, refrigerator, tires washer and dryer. The City will collect the item for disposal.
3. Inspectors Duties: The Deputy Director of Parks or designee may make inspections, re-inspections, monitor Contractor activities, ensure the work performed in the assigned project area is done to the quality level prescribed in this Contract and in accordance with prescribed time schedules; however the Deputy Director of Parks or designee has

no duty or obligation to make inspections. Upon determination of any violation of the specifications and/or terms of this contract, the Inspector shall record, process, and submit all pertinent information to the Deputy Director of Parks for appropriate action.

4. Contact: The Contractor shall notify the Deputy Director of Parks or designee prior to mowing. This contact is for the purpose of discussing areas to be maintained, Contractor's work schedule for the day, areas to be inspected for approval. Failure to contact the Deputy Director of Parks, or designee, before mowing begins may constitute a breach of Contract.
5. Time to Complete Work: Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all project areas assigned to him in the time allotted (maintenance cycle) for each project area. Work started within a project area should be completed in consecutive days.

Inclement weather may result in the cancellation of a mowing cycle. Deputy Director of Parks will be responsible for cancellation of cycles.

6. Failure to Maintain Maintenance Schedule: Failure on the part of the Contractor to maintain the required production rate for a project area shall be sufficient reason for the Deputy Director of Parks to have the work in question or portions thereof completed by others if the Contractor shall not cure the default within forty-eight (48) hours of written notice of the default. If others complete work, any additional cost caused by a higher bid price will be deducted from the original contractor's next payment, if any.

Failure to maintain the mowing schedule shall be determined in the following manner:

All project areas shall be maintained according to the maintenance schedule assigned. Final assessment of each area may be made by the Inspector on the morning following the end of each mowing cycle. If the Contractor fails to meet the Contract specifications within the time limits of the schedule, then that portion of the work may be removed from his responsibility and may be reassigned to another contractor.

Contractor shall correct any deficiencies in work within 48 hours of written or verbal notification. In the event the Contractor fails to correct the default to the satisfaction of the City within the specified time, or such greater time as the City may permit, the City shall exercise all rights, including the right to terminate the Contract in whole or part. The Contractor shall pay all costs and attorney's fees incurred by the City in the enforcement of any provision herein or within this document.

7. Assessment of Damage to Trees During Grounds Maintenance Operations: Trees in the Contract area may be checked by the assigned Inspector before work begins, and random checks may be carried out during the Contract period at the option of Parks and Recreation.

The Contractor should inspect, upon Contract award, all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the Deputy Director of Parks.

8. Protection of Existing Sites, Structures and Utilities: Where performance of maintenance activities endangers adjacent sites, structures and utilities, the Contractor shall at his own expense carefully protect all such sites, structures and utilities so that

there will be no loss or utilities service damage. In case of damage to existing sites, structures or utilities, the Contractor shall restore the site, structure or utility to its original condition and position without compensation from the City.

THIS IS A REQUIREMENTS CONTRACT:

The Deputy Director of Parks or designee has the authority to cancel maintenance cycles at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. It is assumed that the Contractor shall be notified of any cancellation(s) by the Deputy Director of Parks no later than 48 hours prior to job to begin.

The Deputy Director of Parks or designee reserves the right to rearrange the mowing cycle and locations under this contract at any time. This determination will be made by the City and communicated to the Contractor in writing via e-mail or fax.

- C. Mowing and Trimming: Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf areas. All mowing equipment shall be of rotary type mowers equipped with sharp blades so as not to tear, but cleanly cut the blades of grass. All grass shall be cut at a height of 3-4". Fence lines, cyclone, barbwire or any wire shall be mowed within 12". All brick or cinder block walls shall be rimmed up the structure.

All mowing must be completely mowed to the next natural barrier (i.e. street, intersection, dead end, etc.) within 24 hours of start of mowing of said area.

- D. Litter Removal Cycle: The Inspector may at his or her discretion issue a work order for any maintenance cycle for litter only. This constitutes a litter removal cycle that requires removal of any trash and litter within the assigned project area.

** Zero visible litter and debris on finished mowing areas.

- E. Work Crew: Each work crew shall have a designated person on the work site with the authority to respond to inquiries about work details or priorities.

The Contractor will assign only qualified, trained, competent and reliable personnel to perform the services. The City shall have the right to request the immediate removal from its premises of any employee of the Contractor or of the Contractor's subcontractors.

- F. Safety of Work Crew: Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) in order to ensure both employee and public safety. Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action.

The Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices, and make adjustments as required by Inspector.

All signs must be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signing.

**Proper warning devices and clothing due to high visibility of employees who work on roadways.

- G. Identification: All Contractor vehicles under the performance of this Contract that are licensed for travel on public roads shall have the name of the Contractor neatly exhibited on each side of the vehicle. Vehicles shall park in areas that do not create potential hazardous traffic situations.
- H. Communication: Contractor shall provide communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, pagers, cellular phones, telephone answering devices, fax machine etc. The Contractor or his designate shall respond to communication requests from the Deputy Director of Parks or designee, within four (4) hours during the normal working hours of 7:30 a.m. to 5:00 p.m.

Four-hour turnaround time for information between City and Contractor

- I. Prohibition/Non-Storm Water Discharges: No person shall introduce or cause to be introduced into the municipal separate storm sewer system (MS4) any discharge that is not composed entirely of storm water.

No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4:

1. Any used motor oil, antifreeze, or any other motor vehicle fluid;
2. Any garbage, rubbish, yard waste, or other floatable material;
3. Any wastewater from any vehicle washing;
4. Any wastewater from the wash-down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance, or that is at a temperature that has been elevated by induced heating; or any wastewater from the wash-down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;
5. Any ready-mixed concrete, mortar, or asphalt base material or hydro mulch material, or any wastewater or substance from the cleaning of any vehicle or equipment containing, or used in transporting or applying, such material;
6. Any substance or material that will damage, block, or clog the MS4;

No person shall use or cause to be used any pesticide or herbicide contrary to any directions for use on any labeling required by state or federal statute or regulation.

No person shall use or cause to be used any pesticide, herbicide, or fertilizer in any manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide, herbicide, or fertilizer to enter the MS4 or waters of the United States.

No person shall dispose of, discard, store, or transport a pesticide, herbicide, or fertilizer, or a pesticide, herbicide, or fertilizer container, in a manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide, herbicide, or fertilizer to enter the MS4 or waters of the United States.

No person shall apply used oil to a road or land for dust suppression, weed abatement, or other similar use that introduces used oil into the environment.

Burleson Code of Ordinances Chapter 82. Article IV. Stormwater Pollution Control

For more information call Environmental Services at 817-426-9842.

BIDDERS QUESTIONNAIRE

Any and all firms considering this contract, must complete and submit the information requested below. This is a part of the bid and bidders who fail to submit this information will be considered non-responsive.

CONTRACTOR NAME _____

PHYSICAL ADDRESS OF EQUIPMENT _____

TELEPHONE _____ FAX _____

EMAIL _____ DATE _____

24 hour Emergency Contact: Name: _____

24 Hour Emergency Telephone: _____

State the number of years your firm has provided landscape maintenance and mowing services _____ Years.

State the number of employees who will be designated to work on this contract _____

- 1. Develop a plan of action for assignment of your crew. List the man-hours needed to perform the contract requirements for each crew member.

- 2. Briefly describe the maintenance program to provide litter removal for the contract areas.

- 3. Briefly describe the maintenance program used to keep Hidden Creek Parkway, Alsbury Blvd, Renfro St, 174 (Wilshire Blvd) and John Jones Dr. mowed and weed free.

4. Briefly describe the maintenance program for the landscape beds in the contract.

EQUIPMENT LIST

(List all equipment you plan to dedicate to this project(s))-

Attach a separate sheet if necessary. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix B (pages 27 through 34) must be included in the proposal submittal
- _____ Appendix C Conflict of Interest Form (page 35) must be included in the proposal submittal.
- _____ HB 89 See Page 38 must be included in the proposal submittal.
- _____ Form 1295 Certificate of Interested Party (page 39) must be included in the proposal submittal.
- _____ Bid Form (Page 40) submitted through Bonfire.

All proposals submitted to the City of Burleson shall include this page with the submitted Proposal.		
RFP Number:	2020-011	
Project Title:	Grounds Maintenance	
Submittal Deadline:	3:00 P.M. (CST), October 7, 2020	
<p>Submit Electronically* to: https://burlesontx.bonfirehub.com/login * Requires email account login and password.</p>		
<u>Proposer Information:</u>		
Proposer’s Legal Name:		
Address:		
City, State & Zip		
Federal Employers Identification Number #		
Phone Number:		Fax Number:
E-Mail Address:		
<u>Proposer Authorization</u>		
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____(day) of _____(month), _____(year)</p>		

I learned of this Request for Proposals by the following means:

- | | |
|--|---|
| <input type="checkbox"/> Newspaper Advertisement
<input type="checkbox"/> Burleson Website
<input type="checkbox"/> Mailed Me a Copy
<input type="checkbox"/> Bonfire | <input type="checkbox"/> City E-mail Notification
<input type="checkbox"/> Cold Call to City
<input type="checkbox"/> Other |
|--|---|

Appendix B – Proposal (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

For this procurement the schedule of pricing is not available in hardcopy. You may access it via the online portal (www.burlesontx.bonfirehub.com). To submit your schedule of pricing, please download the Bid Table and fill it in accordingly, per the sample below.

For instructions on how to complete Bid Tables, [please refer to this article](#) on Bonfire's Support Website. **Please note:** even if you do not have additional responses, you must download and re-upload the blank document. This is to confirm that you do not require any additional costs. If you have any additional items, please fill out the Additional Responses template accordingly.

3. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective **for twelve months from date of award.** The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor’s rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage ____%

Second Additional Year Escalation Percentage ____%

Third Additional Year Escalation Percentage ____%

Fourth Additional Year Escalation Percentage ____%

4. Proposer’s Experience / Staff

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years’ experience the business has: _____; and the number of employees: _____.

- D. Project Related Experience: All Proposals must include detailed information that details the Proposer’s experience and expertise in providing the requested services that demonstrates the Proposer’s ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # _____ - _____ - _____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Burleson to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor’s emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to jscharnhorst@burlesontx.com.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase **No, Only the City can purchase**

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer’s vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- I. Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree** **N/A**

- J. Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree**

3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 1. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. Indemnification: **Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys’ fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or**

omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Appendix D – No Intent to Submit Form

If your firm has chosen not to submit a proposal for this procurement, please complete this form and submit to:

City of Burleson
Purchasing Division, Department of Finance
141 West Renfro
Burleson, Texas 76028

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Burleson | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

Company Name (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

Appendix E

HOUSE BILL 89 VERIFICATION FORM

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the

Contract Pursuant to Section 2270.001, Texas

Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official Date

HOUSE BILL 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5; pointer-events: none;"> Must file online at www.ethics.state.tx.us/File </div>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed In _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			



DESCRIPTION	CYCLES	ACRES/BEDS	COST PER ACRE/BEDS	EXT. PRICE
Annual Contract for Grounds Maintenance on Medians and Right-of-Way (ROW) and Landscape Bed Maintenance per City of Burleson Bid No. 2020-011				
TIER 1 (Mowing)				
Mow and edge all grass once per week				
All areas are clean of clippings, trash and debris weekly				
Effectiveness of a fertilization and pesticide program				
Trees are trimmed and prune up to 8 feet				
TIER 2 (Mowing)				
Trim and prune all trees up to 8 feet				
Mow and edge all grass every other week				
All areas are clean of clipping, trash, and debris every other week				
TIER 3 (Mowing)				
Mow and edge all grass once a month				
All areas are clean of clipping, trash, and debris once a month				
TIER 1 (Landscaping Beds)				
Replace flowers, plants, and ground cover as scheduled				
Flower beds and ground cover beds are weed free				
All areas are cleaned of clipping, trash and debris once a week				
Effectiveness of a fertilization and pesticide program				
Trim and prune all trees up to 8 feet				
TIER 2 (Landscaping Beds)				
Replace Plants and ground cover as scheduled				
Landscape beds are weed free				
Trim and prune all trees up to 8 feet				
Effectiveness of a fertilization and pesticide program				
Irrigation Maintenance (Hourly Rate)				
Total				
			Cost per cycle	Annual Cost