

NOTICE TO BIDDERS AND/OR PROPOSERS

PROJECTS, SERVICES & SUPPLIES

The City of Tyler will accept bids and/or proposals for the following projects, services, and/or supplies in the Purchasing Office, 304 North Border, Tyler, Texas 75702, ATTN: Sherry Pettit until 2:00 p.m. on March 22, 2022, for the items shown below, at which time they will be publicly opened. All interested persons may attend.

Bid/Proposal No. 22-024

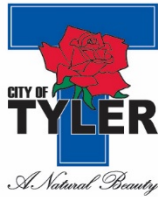
Furnish All Necessary Materials, Equipment, Superintendence, and Labor for Annual Price Agreement for Mowing @ Various Sites for the Parks Department.

Plans, specifications and/or proposal forms must be obtained from the Tyler Parks and Recreation Department, Third Floor of Cotton Belt Building, 1517 West Front Street, Tyler, Texas 75702 during regular business hours Monday through Friday, 8:00 a.m. until 5:00 p.m. Telephone No. (903) 531-1370. The City reserves the right to accept, reject, cancel or modify any bid or proposal, waive all formalities, and to award the bid most advantageous to the City.

In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a *Certificate of Interested Parties* (Form 1295) at the time the signed contract is submitted to the CITY. The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least \$1 million.

Tyler Morning Telegraph
1st Publication: March 8, 2022
2nd Publication: March 16, 2022

City of Tyler, Texas
Edward Broussard
City Manager



REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

March 8, 2022

Quote No: 22-024

DATE MAILED

Closing Time: 2 p.m.

Closing Date: March 22, 2022

Telephone: (903) 531-1232

Addressed To:

Please quote as per instructions indicated below for the articles described. Quotes must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:

1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Sherry Pettit
Purchasing Manager

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until 2:00 pm March 22, 2022 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2 p.m. March 22, 2022

FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, SUPERINTENDENCE, AND LABOR FOR ANNUAL PRICE AGREEMENT FOR MOWING @ VARIOUS SITES FOR THE PARKS DEPARTMENT.

QUOTE IDENTIFICATION:

Quote number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

DATA SHEETS:

All bidders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this quotation.

DELIVERY:

Delivery must be stated in your quote on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement.

In submitting the above request and attached bid to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed quotation.

INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

TERMS AND CONDITIONS

Quotations are requested for furnishing the items described herein in accordance with the terms set forth. **ALL QUOTATIONS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Quotes may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any quote submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:

In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY**. The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least \$1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.



CITY OF TYLER
FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, SUPERINTENDENCE, AND
LABOR FOR ANNUAL PRICE AGREEMENT FOR MOWING @ VARIOUS SITES FOR THE
PARKS DEPARTMENT.
BID NO. 22-024

SCOPE:

The purpose of this specification is to establish annual price *Agreements* with private partners, for general mowing and maintenance of specified City of Tyler Parks, Cemeteries and specified City of Tyler Right of Ways throughout the City.

These partnerships are to assist the City of Tyler Parks and Recreation Department. The City may utilize the right to not choose a vendor for regular service and may just utilize awarded vendor on special call up request.

QUALIFICATION OF BIDDER:

Bids will be considered only from bidders who have been established in the business of the actual service for two (2) or more years of business. If requested, bidders must provide references to provide proof of two (2) or more years of business. For a bidder to qualify for each service area, they must not sub-contract more than 25% of the work in that group and if there is a State of Texas licensing required, one must be provided at time of bid that list the name of the vendor that is bidding.

PRICE AGREEMENT PERIOD AND RENEWAL OPTION:

The price *Agreements* shall be for a term of one (1) year, beginning upon the date of City Council approval. The City and contractor may, upon mutual consent, extend this price *Agreement* for five (5) additional one (1) year periods, upon written request of the contractor, presented not later than forty-five (45) days prior to the expiration of the price *Agreement*. The rates can be adjusted at the time of renewal, upward or downward, in a percentage not to exceed the effective change in the Consumer Price Index for the previous twelve (12) month period. If agreement cannot be reached, the price *Agreement* is terminated at the end of the current period and the next lowest original bidder will be contacted in accordance with their original bid and so forth until there are no other bidders.

CANCELLATION:

The City reserves the right to cancel the price *Agreement* upon five (5) days written notice because of poor service. In the event of poor service, the City reserves the right to cancel and move onto the next lowest bidder, as primary, in accordance with the five (5) day written notice. Termination without cause, by either party, shall be thirty (30) days written notice to the other party prior to termination.

PRICING:

The prices quoted shall be firm for the entire term of the price *Agreement*, except where adjustments are allowed by contract.

REPORTING PROCEDURES:

All problems identified on a project, other than what it was brought to the vendor for, shall be reported to the City of Tyler Parks Department, by telephone, prior to any work being done.

City of Tyler – Parks and Recreation Department – (903) 531-1370

SERVICE TIMES:

The vendor must establish a reasonable response time for service. For emergency service, the vendor must be able to begin work as soon as possible and give an estimated time of arrival.

Continued failure to deliver services within the specified response time frame may result in the cancellation of this *Agreement* and the City will exercise its right to move to the next lowest bidder as primary.

VENDOR INVOICING:

1. Invoicing will be accomplished on an individual service basis.
2. Invoices shall be itemized by individual specified City location and the City PO number issued.
3. Invoices for Parks and Recreation facilities are to be prepared and submitted to the following address: P.O. Box 2039, Tyler, TX, 75710

BID AWARD:

Bidders are not required to bid all areas of this *Agreement*. Bidders must submit bids on each individual area they wish to bid on.

The most responsible overall bidder in each area, making the lowest and best bid, will be awarded the **Primary Service Vendor** for the service price *Agreement* for that area.

In the event that the awarded **Primary Service Vendor** cannot provide service on a particular area, the City reserves the right to purchase the service from the awarded **Secondary Service Vendor, and so forth**.

It is expressly understood and agreed that in case the City of Tyler should need any item(s) or service not available within the time frame needed from the successful vendor(s) during the term of this *Agreement*, the City of Tyler reserves the right to purchase these services from a vendor other than the successful vendor(s) and shall not be in violation of any terms or conditions of said *Agreement*.

DETAILED PRICE PROPOSAL

BIDDING NOTES:

1. Labor Rate

The **labor rate** should be calculated to recover all direct and indirect labor costs, supervision costs, as well as all associated overhead and miscellaneous costs.

2. Standard Services (Class A)

a. Mowing/Edging/Weed Trimming will be done weekly for months beginning in April and ending in September

b. Spray Lines/Bed Herbicide will be done one time a month beginning in April and ending in September

c. Pruning/Trimming of Shrubs will be done two times a month beginning in April and ending in September

d. Bed Weed Control will be done two times a month beginning in April and ending in September.

Schedule subject to change upon notice by City. Quantity of service will remain as shown, except if the City removes individual areas.

3. Standard Services (Class B)

a. Mowing/Edge/Weed Trimming will be done two times a month beginning in April and ending in October.

Schedule subject to change upon notice by City. Quantity of service will remain as shown, except if the City removes individual areas.

4. Services Required for Shrubs, Groundcover and Beds

a. Fungus/Disease/Insect Control shall be monitored and sprayed with proper pesticides and fungicides. Pesticides for control of ants are not included in the scope of work. Disease and insect control will be performed on shrubs and beds only.

5. General Cleanup

Every visit, as needed, shrub beds must be free of weeds, grass and other unwanted items during the course of the service.

DETAILED PRICE PROPOSAL (Continued):

6. Chemicals

Contractor must submit sample labels and MSDS (Material Safety Data Sheets) for each chemical that is to be utilized. Contractor must notify the City's designated representative on each chemical to be utilized, the rates and applications dates prior to applications. Contractor must follow all procedures defined by the Structural Pest Control Board or the Texas Department of Agriculture. Vendor must utilize, "Attachment A", Texas Department of Agriculture TDA Q527 form, or newest available, each time chemicals are utilized and turn it in with billing. Also utilize "Attachment B", City of Tyler Parks Maintenance Contractor Check List each time items have been done and turn it in with billing.

7. Related Work

a. Due to the nature and use of some of these facilities, communication and timing of mowing, chemical and pesticide applications, and irrigation system schedules, communication with the City's designated representative is crucial. Some operations may need to be shifted to accommodate the timing of special public events.

b. Inspections will occur to make certain that the properties receive the required attention.

c. Contractors will be fully responsible for the protection of all persons, including members of the public, its employees, employees of the City and employees of other contractor or subcontractors. It is the Contractors responsibility for all safety and supervision.

d. If the area is too wet to allow acceptable mowing, no mowing operations will take place. As soon as it is dry the vendor will need to come back and mow. Or the September deadline can be considered to be extended. Communication with the Parks & Recreation designee must be followed in order to lessen any communication or payment issues.

e. See contract for all specifications.

f. Some Parks will have changes to the scope of operation in the near future or during the course of longevity of the contract. Those changes will be addressed during the pre-bid meeting or you may request by contacting the Parks Department designee prior to bidding.

8. Insurance Requirements

a. See City's Insurance Requirements Specifications Attachment "C".

b. During the term of the contract, vendors shall procure and maintain insurance coverage with a company authorized to do business in the State of Texas to the satisfaction of the Director, with the vendor being designated as insured. The vendor further agrees with respect to the above required insurance, the CITY shall:

1. Be named as additional insured/or an insured, as its interest may appear.
2. Be provided with a waiver of subrogation.
3. Be provided with 30 days advance notice, in writing, of cancellation or material change.

DETAILED PRICE PROPOSAL (Continued):

Each policy or certificate shall bear endorsements or statements containing the following:

“The CITY OF TYLER and PARD are additional insureds. The insurance company waives any subrogation claims against the CITY OF TYLER and PARD. The CITY shall be provided with thirty (30) days advance notice in writing, to be delivered by registered mail to the CITY, of any cancellation, non-renewal, reduction in coverage, or material modification of any policies.”

9. Pre-Bid Conference

NA

10. Location Descriptions (See Attached Maps for Detail Descriptions)

STANDARD SERVICES CLASS A

LOCATION DESCRIPTION

FEE

BERGFELD PARK - (1510 S. College)

Mowing, Trimming, and Edging of	\$ _____	Per Month
Grounds As Shown In Map Section	\$ _____	Per Service Call Out

CRESCENT PARK - (1560 Crescent Dr.)

Mowing, Trimming, and Edging of	\$ _____	Per Month
Grounds As Shown In Map Section	\$ _____	Per Service Call Out

HILLSIDE PARK - (1111 E. Erwin)

Mowing, Trimming, and Edging of	\$ _____	Per Month
Grounds As Shown In Map Section	\$ _____	Per Service Call Out

NOBLE E. YOUNG PARK - (3125 Seaton St.)

Mowing, Trimming, and Edging of	\$ _____	Per Month
Grounds As Shown In Map Section	\$ _____	Per Service Call Out

P.T. COLE PARK - (1001 S. Vine St.)

Mowing, Trimming, and Edging of	\$ _____	Per Month
Grounds As Shown In Map Section	\$ _____	Per Service Call Out

OAKWOOD CEMETERY-(N. Palace/Oakwood)

Mowing, Trimming, and Edging of	\$ _____	Per Month
Grounds As Shown In Maps Section	\$ _____	Per Service Call Out

STANDARD SERVICES CLASS B

DESCRIPTION

FEE

OLD OMEN MEDIAN/RIGHT-OF-WAY

Mowing, Trimming, and Edging of	\$ _____	Per Month
Grounds As Shown In Maps Section	\$ _____	Per Service Call Out

Median including area within six (6') outside of West sidewalk to six (6') outside of East sidewalk including all areas in between (Old Omen Rd. between University South to C.R. 2120) as shown in Map Section.

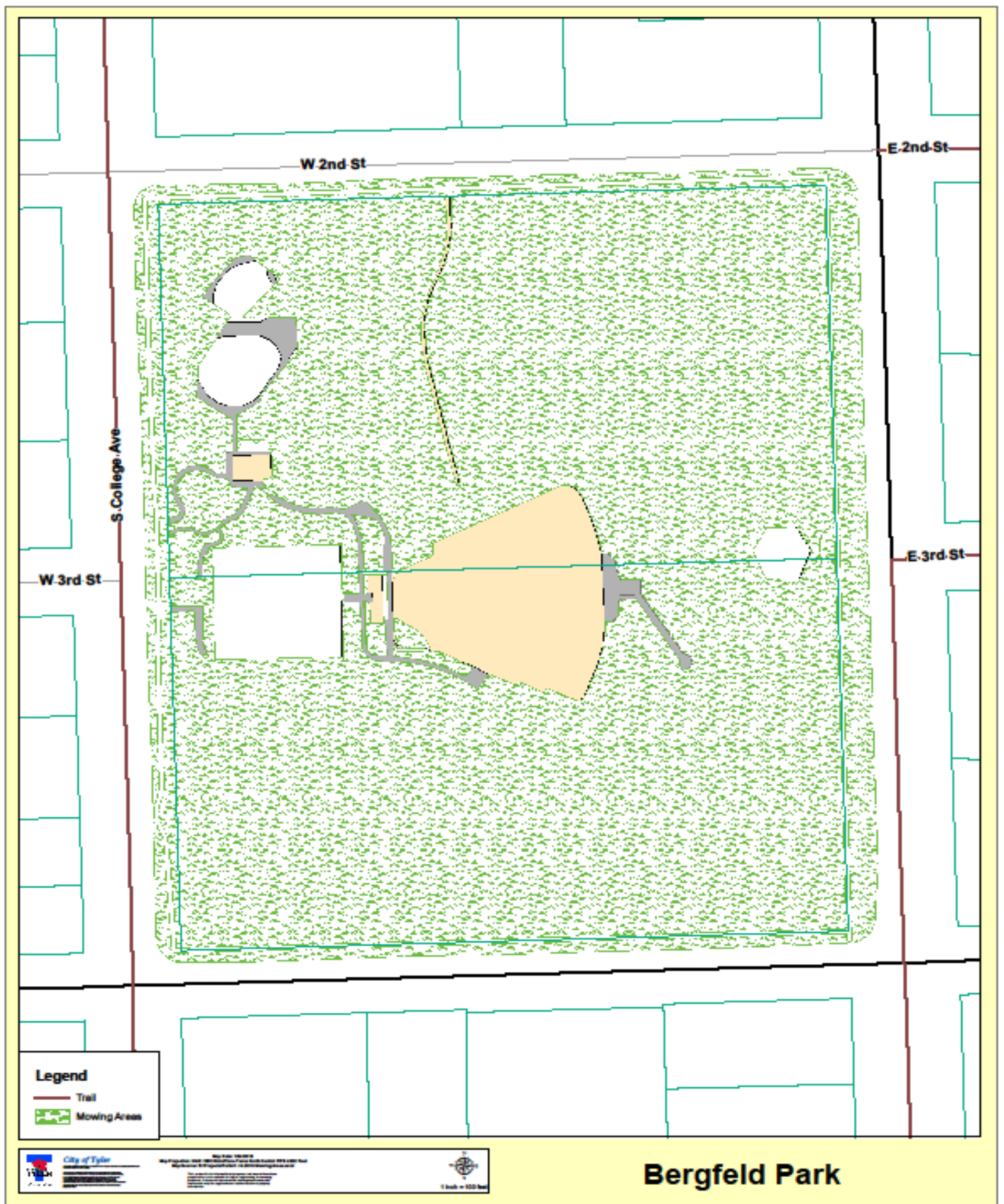
TYLER WELCOME SIGN – HIGHWAY 69 NORTH

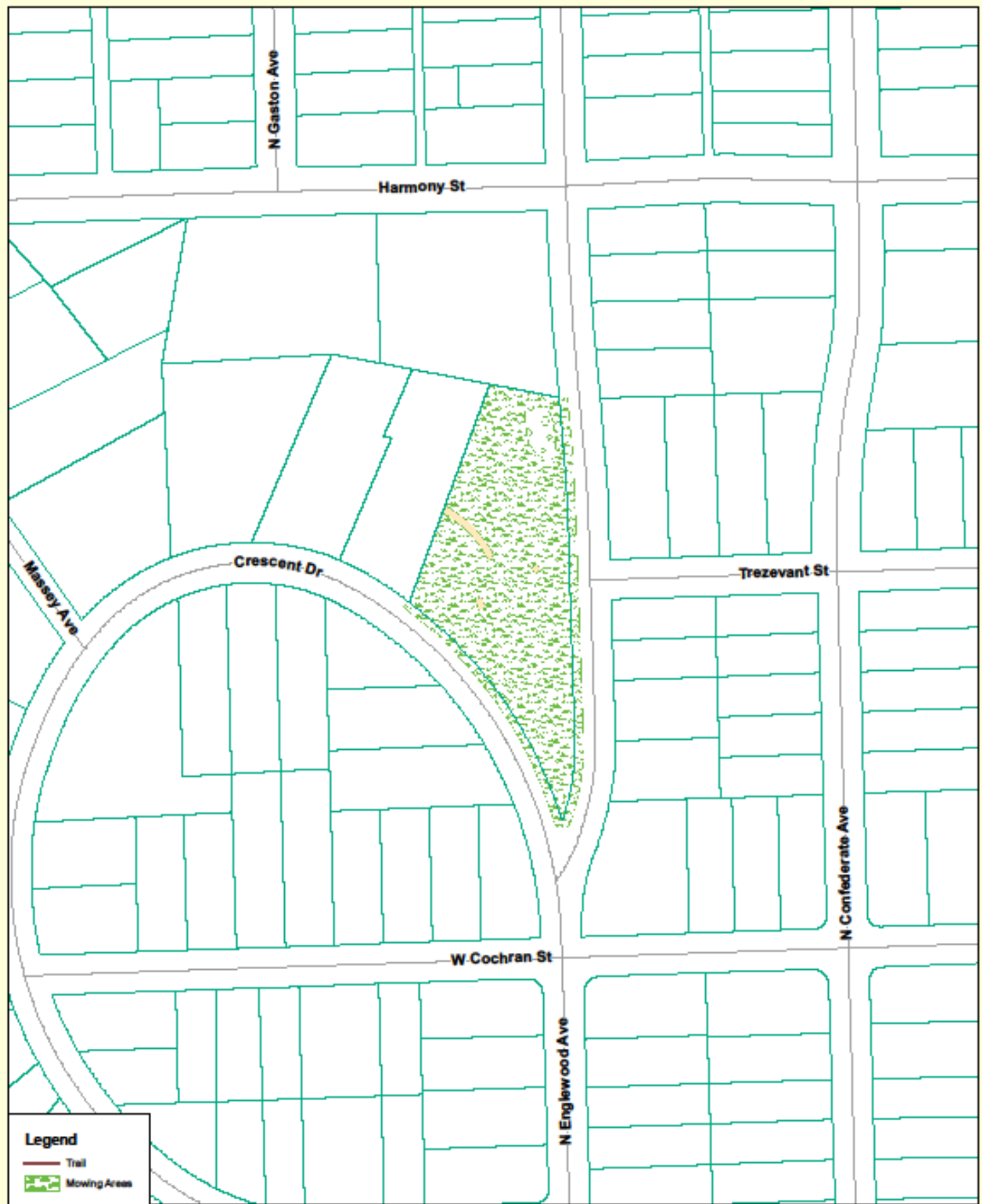
Mowing, Trimming, and Edging of	\$ _____	Per Month
Grounds As Shown In Maps Section	\$ _____	Per Service Call Out

MAPS SECTION

1. **Some parks will have future areas removed where mowing will be replaced by trees and mowing will not be needed in the future. Those adjustments will be finalized once the area has been improved. The Contractor and the City will make a change order in order to lessen the cost to the City and continue the use of the current contract.**

2. **As new parks come into the City, a Change Order will be made to increase the amount of cost that the City will need to be paid and continue the use of the current contract.**



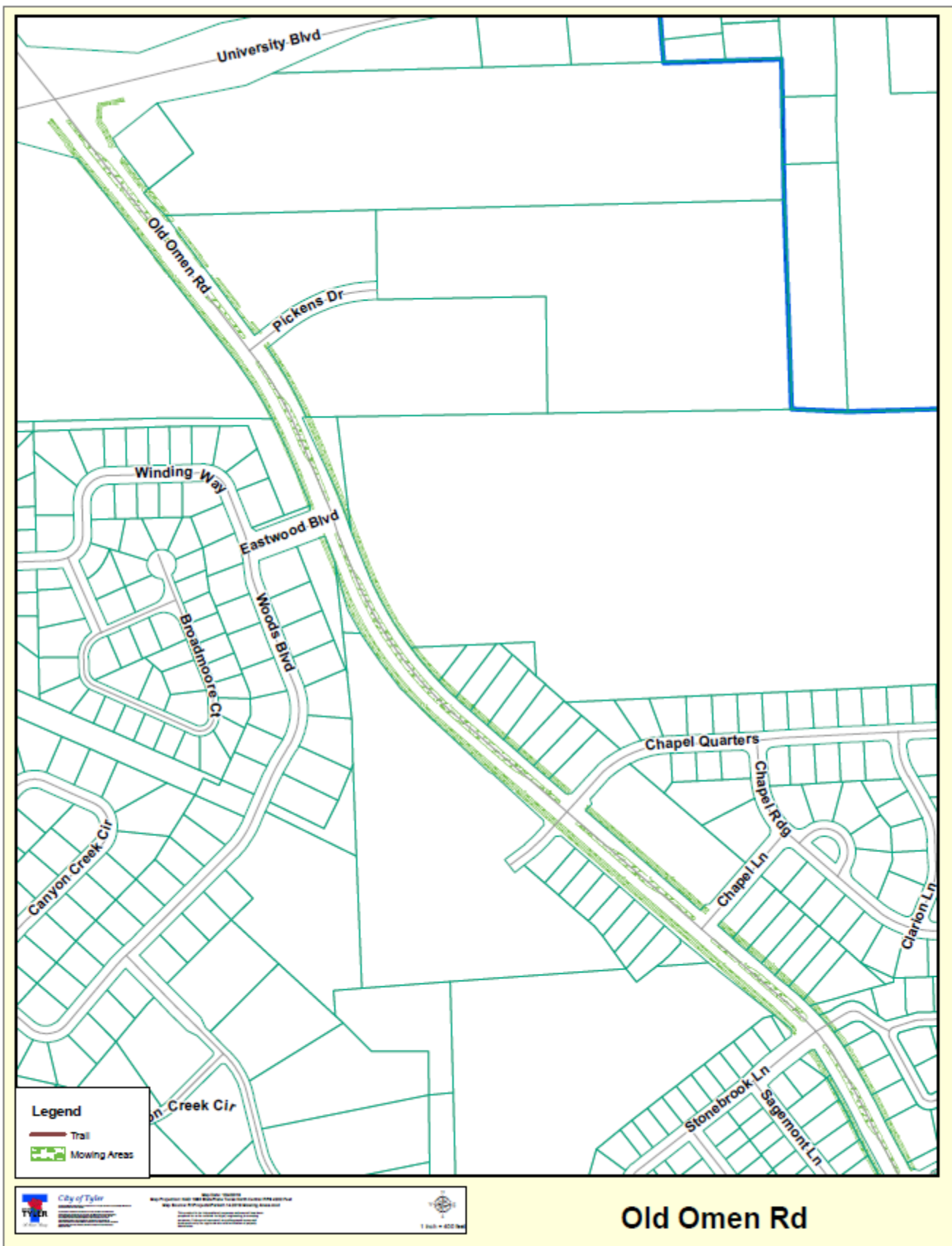


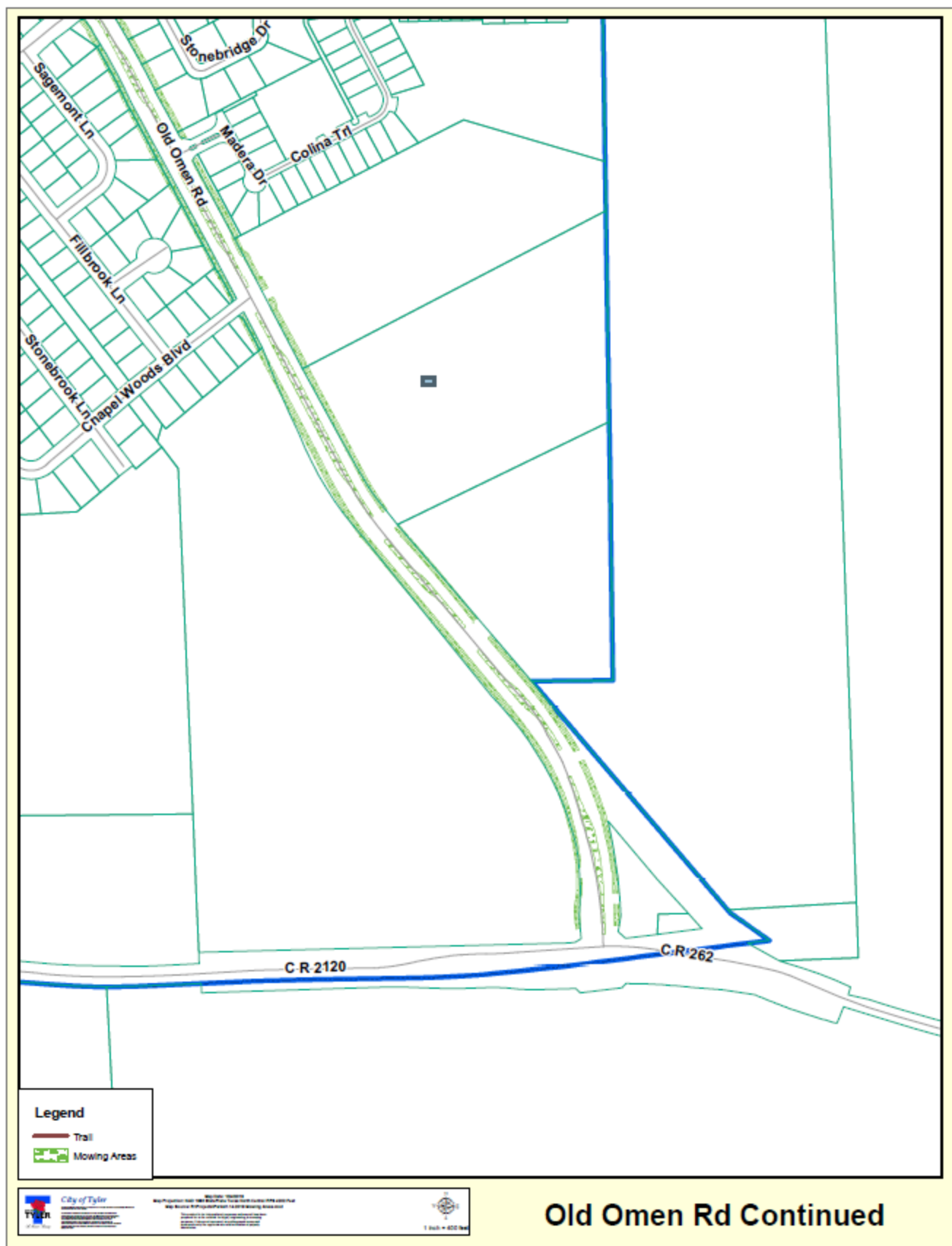


Hillside Park











TYLER WELCOME SIGN – HIGHWAY 69 NORTH



Attachment A

TDA Q327
107Texas Department of Agriculture
Todd Staples, Commissioner
Pesticide Applicator Record

Business Name _____ Address _____

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated	Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name		EPA Registration Number	Target Pest	Rate of Product Per Unit	Equipment ID #	Spray Permit Number	
Licensed Applicator's Name and License Number		Unlicensed Applicator's Name, if applicable	Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit			
Additional Information							

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated	Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name		EPA Registration Number	Target Pest	Rate of Product Per Unit	Equipment ID #	Spray Permit Number	
Licensed Applicator's Name and License Number		Unlicensed Applicator's Name, if applicable	Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit			
Additional Information							

City of Tyler
Parks Maintenance Contractor Check List

DATE: _____ **LOCATION:** _____

CREW LEADER/FOREMAN: _____

General Maintenance

Mow _____

Weedeat _____

Edge _____

Pick-up Debris/Limbs _____

Spray Bed Lines _____

Fertilization

Turf _____ Product: _____

Shrubs _____ Product: _____

Chemical Control

Turf _____ Product: _____

Rate: _____

Target Pest: _____

Shrubs _____ Product: _____

Rate: _____

Target Pest: _____

Attachment B

CONTRACT INSURANCE REQUIREMENTS
ATTACHMENT "C"

1. TYPE AND AMOUNT

The CONTRACTOR shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Agreement:

	<u>I.</u>	<u>TYPE</u>	<u>AMOUNT</u>
1.		Comprehensive General (Public) Liability - to include (but not limited to) the following:	\$1,000,000 per occurrence and
	a.	Products - Complete Operations	\$1,000,000 general aggregate
	b.	Independent Contractors	
	c.	Broad Form Property Damage	
	d.	Contractual Liability or Cross Liability	
2.		Worker's Compensation and Employer's Liability (where required by state law) (Inquire about Waiver depending upon size of company)	<u>Statutory</u> \$500,000 per occurrence
3.		<u>Comprehensive Automobile Liability -</u> to include coverage for:	
	a.	Any Auto; OR	\$500,000 per occurrence
	b.	All Owned Autos, and	
	c.	Hired Autos, and	
	d.	Non-Owned Autos.	

The preceding amounts notwithstanding, the City Council reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. If the CITY exercises the right to increase minimum insurance amounts, the CONTRACTOR may choose to either comply with the increase or cancel this contract in whole with no penalty.

The procuring of such policy of insurance shall not be construed to be a limitation upon the CONTRACTOR'S liability or as a full performance on its part of the indemnification provisions of

the Contract. The CONTRACTOR'S obligations to the CITY are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss as provided under the terms of the contract.

II. 2. OTHER INSURANCE REQUIREMENTS

Prior to the contract effective date, the CONTRACTOR shall furnish to the City Clerk certificates or copies of the policies, plainly and clearly evidencing required insurance, and thereafter new certificates *prior to the expiration date of any prior certificate*. The CONTRACTOR understands that it is its sole responsibility to provide this necessary information and that failure to comply timely with the requirements of this Article shall be a cause for termination of this contract, under the provisions of the termination clause.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this contract for the CITY, as additional insured shall be primary insurance and not contributing with any other insurance available to the CITY, under any third party liability policy.

The CONTRACTOR further agrees that with respect to the above-required insurance, the CITY shall:

- 1. Be named as additional insured/or an insured, as its interest may appear; and**
- 2. Be provided with a waiver of subrogation; and**
- 3. Be provided with 30 days advance notice, in writing, of cancellation or material change.**

If either requirement #1 or #2 requires the payment of additional premium by the CONTRACTOR, the CONTRACTOR may present such information to the City Council for its reconsideration. The CITY will not be responsible for any of the CONTRACTOR'S insurance costs.