



City of McAllen

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REQUEST FOR PROPOSALS

FOR

SERVICE CONTRACT FOR GROUNDS MAINTENANCE

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***FOR DRAWINGS PLEASE CONTACT PURCHASING & CONTRACTING AT (956) 681-1130**

NOTICE TO RESPONDENTS/CONTRACTORS

Sealed proposals addressed to Mr. Mike R. Perez, City Manager, City of McAllen, will be received on **October 28, 2009** until **4:00 p.m.** at which time they will be taken to the Large Conference Room (2nd floor) McAllen City Hall, and publicly opened and read aloud. Bid must be in the City of McAllen's possession on or before the aforementioned date and time (no late bids will be accepted).

SERVICE CONTRACT FOR GROUNDS MAINTENANCE 2009-2010

The successful Respondent/Contractor shall furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond shall be in an amount equal to thirty (30) percent (%) of the **Annual Contract Amount**.

Respondents receiving a "NOTICE TO RESPONDENTS/CONTRACTORS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper may obtain Proposal forms and Instructions to Bidders/Respondents by contacting the office of:

Sandra Zamora, Director of Purchasing & Contracting, Located AT 1300 Houston Avenue, McAllen, TX 78501 or by calling (956) 681-1130 or by e-mailing your request to the following e-mail address: szamora@mcallen.net

Be advised that if your company **downloaded the bidding documents from the web page and is contemplating on bidding this project you must register** with the Purchasing and Contracting Department, so that any changes/additions via Addendum form can be forwarded to your company. (Register with the Purchasing & Contracting Department by phone, fax, or e-mail. Please include your company name, address, phone and fax number, as well as, contact person).

Questions in reference to this project may be directed to Mike Hernandez, Interim Director of Parks and Recreation by calling (956) 681-3333.

The City of McAllen reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City of McAllen, and hold the proposals for a period of **60** days without taking action.

<u>Hand-deliver Bids:</u>	1300 Houston Avenue, Purchasing & Contracting Department (3 rd Floor)
<u>If using Land Courier (i.e., FedEx, UPS):</u>	1300 Houston Avenue, Purchasing & Contracting Department (3 rd Floor), McAllen, Texas 78501
<u>Mail Bids:</u>	P.O. Box 220, McAllen, TX 78505-0220

A Pre-Bid Conference will be held **October 14, 2009** at **11:00 a.m.** in the City Commission Chambers on the third floor of City Hall, City of McAllen. All prospective bidders are encouraged to be in attendance.

Envelopes must be clearly marked: **Project No. 10-09-S01-74**
GROUND MAINTENANCE 2009-2010
Convention Center and Other Properties

CITY OF McALLEN

INSTRUCTIONS TO RESPONDENT/CONTRACTOR

DEVIATION FROM SPECIFICATION

Please read your specifications thoroughly and be sure that the SERVICE offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated on the item specification. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICE be provided as specified.

PURPOSE

(1) The purpose of these specifications/requirements and Proposal documents are to execute a:

Service Contract for GROUNDS MAINTENANCE services for seven (7) Fire Stations, an Emergency Operation Center (EOC), Roney Boys and Girls Club, McAllen/Reynosa International Bridge, New Convention Center and Veterans War Memorial.

INTENT

(2) The SERVICE to be furnished under this proposal shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF PROPOSAL

(3) Proposals shall be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each proposal must be completely filled out and SUBMITTED IN DUPLICATE FORM. (One (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**", complete with all supporting documentation). Proposals submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer and a contract, if accepted by the City. Proposals which do not comply with these requirements may be rejected at the option of the City. Proposals must be filed with the City of McAllen before opening day and hour. No late proposals will be accepted. They will be returned to Respondent/Contractor unopened (if properly identified).

Hand-deliver Bids: 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor)
If using Land Courier (i.e., FedEx, UPS): 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor)
Mail Bids: P.O. Box 220, McAllen, TX 78505-0220

PREPARATION OF PROPOSAL

(4) Proposals MUST give full firm name and address of Respondent/Contractor, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Contractor whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Contractor shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent/Contractor shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Contractor, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO RESPONDENT/CONTRACTOR Continued:

ALTERATIONS/AMENDMENTS TO PROPOSAL

(5) Proposals **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by Respondent/Contractor guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of McAllen.

SALES TAX

(6) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.**

PAYMENT IF CONTRACT IS TERMINATED

(7) The City of McAllen, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the Recipient shall be entitled only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

SUBSTITUTIONS

(8) No substitutions or cancellations permitted without written approval of City of McAllen.

NO BID RESPONSE

(9) If unable to submit a proposal, Respondent/Contractor should return inquiry giving reasons.

EXCEPTIONS TO SPECIFICATIONS

(10) The Respondent/Contractor shall attach to his/her proposal sheet a list of any exceptions to the specifications if unable to do so in proposal form. Any specifications not specifically mentioned which are necessary for the SERVICES to be provided as specified shall be provided by the successful respondent/contractor and shall be in-line with the accepted standards of this industry.

TIME ALLOWED FOR ACTION TAKEN

(11) The City of McAllen may hold proposals **60** days after proposal opening without taking action. Respondents/Contractors are required to hold their proposals firm for same period of time.

RIGHT TO REJECT/AWARD

(12) The City of McAllen reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the lowest, best and most advantageous to the City of McAllen.

INDEMNIFICATION CLAUSE

(13) The Respondent agrees to indemnify and save harmless the City, the Director of Purchasing and Contracting, and her assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing and Contracting, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INSTRUCTIONS TO RESPONDENT/CONTRACTOR Continued:

ADDENDA

(14) Bidder shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Director of Purchasing and Contracting (McAllen City Hall, 956-681-1130) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of McAllen and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addendums are available online at www.mcallen.net/bids.

SYNONYM

(15) Where in this proposal package SERVICE is used, its meaning shall refer to the service contract for **GROUND MAINTENANCE** as specified.

CONTRACT EXECUTION

(16) The contract shall be deemed as having been awarded when formal notice of award has been mailed by the City of McAllen to the successful Respondent/Contractor by certified mail, return receipt requested, or personally delivered by City of McAllen to the Respondent/Contractor. The Respondent/Contractor to whom the contract has been awarded shall be required to return fully executed contracts to the City of McAllen along with a performance bond in the amount specified below within ten (10) working days after his/her receipt of formal notice of award. In the event that the Respondent/Contractor fails to return the executed contracts, certificate of insurance and performance bond within the specified time, the Respondent/Contractor shall be considered to have abandoned all his/her rights and interests in the award. Respondent's/Contractor's failing to execute contracts may be declared non-responsive by the City of McAllen and as liquidated damages the City of McAllen may charge increase in cost to defaulting bidder should they elect to award a contract to the next lowest, best, and most advantageous Respondent/Contractor. The City of McAllen reserves the right to reject all proposals received and advertise again for this service.

PERFORMANCE BOND

(17) The successful Respondent/Contractor shall furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond shall be in an amount equal to thirty (30) percent (%) of the **Annual Contract Amount**. The premium for the Bonds described above shall be paid by the Respondent/Contractor. The surety of the Bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. Attorneys-In-Fact who sign the bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

INSTRUCTIONS TO RESPONDENT/CONTRACTOR Continued:

SCOPE OF WORK

(18) The work under this Contract shall consist of providing all equipment, machinery, vehicles, maintenance, labor, superintendence, and incidentals necessary to fully complete all cycles of work contained herein for the service of **GROUND MAINTENANCE**, in accordance with the specifications.

CONDITIONS OF WORKSITE(S)

(19) It shall be the responsibility of each individual Respondent/Contractor to acquaint his or herself with conditions relating to the scope of the work and restrictions pertaining to the execution of the work under the Contract and shall thoroughly examine and be familiar with the Specifications. The Respondent/Contractor shall also take full responsibility for obtaining information concerning the conditions at all locations that may affect this work. The failure or omission of any Respondent/Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself/herself with existing conditions, shall in no way relieve him/her of any obligations with respect to his/her proposal or to the contract. The City of McAllen shall make all such documents available to the Respondent/Contractor upon request. The Respondent/Contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under any conditions he/she may encounter or create, without extra cost to the City of McAllen.

DISPOSAL SITE

(20) It shall be the responsibility of the successful Respondent/Contractor to provide a disposal site for the disposal of waste collected by the Respondent/Contractor.

STATUTORY REQUIREMENTS

(21) It shall be the responsibility of the successful Respondent/Contractor to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

PESTICIDE APPLICATION LICENSE: The bidder must include a copy of his/her P.A.L., along with their bid. License must be kept current for the duration of the contract.

TEXAS LANDSCAPE IRRIGATOR LICENSE: Where Landscape Irrigation management is included in the contract, a copy of the Contractor's Texas Landscape Irrigator license must be included in the bid submittals. License must be kept current for the duration of the contract.

MATHEMATICAL ERRORS

(22) In the event that mathematical errors exist in any proposal, contract unit prices (x) No. of cycles will govern.

INSTRUCTIONS TO RESPONDENT/CONTRACTOR Continued:

SELECTION OF PROPOSAL CRITERIA

- (23) The City of McAllen will use the following method and criteria as basis for selection of the proposal that, in the opinion of the City of McAllen, is the lowest, best and most advantageous. The decision of the City of McAllen shall be final.
- a. A committee made up of City of McAllen employees will be convened to review the proposals.
 - b. The proposal with the lowest cost of service per cycle will be declared the preliminary low Respondent/Contractor.
 - c. The proposal of the preliminary low Respondent/Contractor will then be reviewed to determine if the cost of service is reasonable. This determination will be based on the following criteria:
 - i. Cost of service as submitted in proposal form is within budget;
 - ii. Respondents/Contractor's available resources i.e. staff, equipment, etc;
 - iii. Contractor's performance record in servicing other municipalities or private concerns of similar size.
 - d. If the committee fails to find an acceptable proposal, a recommendation will be made to the City Manager to reject all proposals received.

SUPPORTING DATA

- (24) The Respondent/Contractor shall be required to submit with the proposal, certified supporting data regarding the qualifications of the Respondent/Contractor. The Respondent/Contractor shall furnish the following information sworn to by oath:
- a. A list of at least five (5) Municipal and/or private concerns for whom similar services have been provided.
 - b. An itemized list of the contractor's equipment available or proposed for use on the contract.
 - c. Number of employees that will be assigned to fulfill the requirements of this contract.
 - d. Copy of current pesticide applicator's license for individual or individuals responsible for pesticide application – either Texas Department of Agriculture or Texas Structural Pest Control Board for Lawn and Ornamental will be accepted.
 - e. Evidence of training for operation of automated irrigation systems – Motorola ICC system required for **International Bridge, New Convention Center and Veterans War Memorial**.

INSTRUCTIONS TO RESPONDENT/CONTRACTOR Continued:

SUPPORTING DATA Continued:

(25) The City of McAllen may require additional certified supporting data regarding the qualifications of the Respondent/Contractor in order to determine whether the Respondent/Contractor is qualified and responsible. If so, the Respondent/Contractor may be required to furnish any or all of the following information, sworn to under oath:

- a. Evidence that the Respondent/Contractor is capable of performing the requirements set forth in the Contract Documents.
- b. Evidence in form and substance satisfactory to City of McAllen that the Respondent/Contractor has been in existence as a "going concern" for a minimum of five (5) years and possesses not less than five (5) years actual operating experience as a "going concern" in the State of Texas.
- c. Evidence in form & substance satisfactory to the City of McAllen, that the Respondent/ Contractor possesses, as a "going concern", the managerial and financial capabilities necessary to perform all phases of the work called for in the Contract Documents.
- d. Evidence in form and substance satisfactory to City of McAllen, that the contractor's experience as a "going concern" in the GROUNDS MAINTENANCE SERVICE in contracts of comparable size to that which is contemplated by these Contract Documents.
- e. Such additional information as will satisfy the City of McAllen that the Respondent/Contractor is adequately prepared to fulfill the Contract.

PARENT COMPANY QUALIFICATION DATA

(26) The Respondent/Contractor may satisfy any or all of the experience and qualification requirements of this section by submitting the experience and qualifications of its Parent Corporation and/or subsidiaries of the parent corporation within the State of Texas.

RESPONDENT/CONTRACTOR DISQUALIFICATION

(27) The following causes are not to be misconstrued, as being all of the causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Respondent/Contractor and the rejection of his/her proposal.

- a. Evidence of collusion among Respondents/Contractors.
- b. Lack of competency as revealed by experience, equipment statements or other factors.
- c. Lack of responsibility as revealed by poor performance in past work.
- d. Default on a previous municipal contract.

INSTRUCTIONS TO RESPONDENT/CONTRACTOR Continued:

RIGHT TO WAIVE

(28) The City of McAllen reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of McAllen.

TERM OF CONTRACT

(29) The contract time frame shall be for a period of one (1) year commencing from date of award and ending one (1) year thereafter. The City reserves the right to extend this contract for a period of two (2) years in one (1) year increments if unit prices remain firm and the performance of the contractor is satisfactory.

ASSIGNMENT

(30) Neither the respondents' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the City of McAllen.

INTERPRETATIONS

(31) Any questions concerning the conditions of buildings and/or specifications/requirements with regards to this solicitation for proposals shall be directed to the designated individuals as outlined in the Request for Proposals. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of McAllen in accordance with paragraph titled "Addenda".

RESPONDENT'S EMPLOYEES

(32) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Purchase/Installation Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

HUB CERTIFICATION

(33) State Certified "**HUB Vendor(s)**" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing & Contracting Department at (956) 681-1138).

PREPARATION OF PROPOSAL

(34) The City of McAllen shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

(35) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

INSTRUCTIONS TO RESPONDENT/CONTRACTOR Continued:

VERBAL THREATS

(36) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

RIGHT TO AUDIT

(37) The City of McAllen reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of McAllen, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

(38) Respondents are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

(39) Service Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(40) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

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

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

INSTRUCTIONS TO RESPONDENT/CONTRACTOR Continued:

NON-APPROPRIATION CLAUSE

(42) In the event that no funds are appropriated for this specific purpose, the City of McAllen reserves the right to cancel/terminate this contract. The City of McAllen shall be relieved of any and all responsibilities and/or obligations, without penalty(ies) of any sort. The vendor shall be notified in written form of the City of McAllen's intent to cancel/terminate said contract due to lack of funds.

RIGHT TO AWARD

(43) Respondents are advised that the City of McAllen reserves the right to award multiple Service Contract(s) to the lowest responsible respondent or to the respondent that provides the City of McAllen with the best and most advantageous proposal. Furthermore, all sections/areas shall be evaluated/awarded individually or in any combination thereof.

FACTORS & WEIGHTS TO BE CONSIDERED TO DETERMINE BEST VALUE

1. Experience (1-20 pts)
2. Past Performance (1-20 pts)
3. Financial Stability (1-10 pts)
4. Available Equipment (1-5 pts)
5. Available Personnel (1-5 pts)
6. Cost (1-40 pts)

TERMINATION OF CONTRACT

(44) The City of McAllen reserves the right to terminate the contract if, in the opinion of the City of McAllen, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The respondent shall be afforded the same right to terminate this contract in the same manner.

**CITY OF McALLEN
REQUEST FOR PROPOSALS
SERVICE CONTRACT FOR GROUNDS MAINTENANCE**

PROJECT NO. 10-09-S01-74

PROPOSAL OPENING DATE: October 28, 2009 at 4:00 p.m.

Please read your specifications thoroughly and be sure that the **PROPOSALS** offered comply with all requirements. All information requested must be submitted with proposal, failure to submit information as required may be justification for disqualification of respondent.

The proposal to be selected by the City of McAllen shall be the proposal that, in the opinion of the City of McAllen, is the lowest "Best and Most Advantageous". **The City of McAllen's decision shall be final.**

**GROUNDS MAINTENANCE SERVICE 2009-2010
Convention Center and other Properties**

MINIMUM SPECIFICATIONS

The intent of this contract is to provide a comprehensive landscape maintenance program that includes all required services, except those specifically excluded, for the specified sites, for the stated time period. All services not included in the list of Base Bid items shall be considered "Extra Services" and will be paid separately, according to the nature of the work. Written approval and/or authorization from the City's representative must be obtained prior to the performance or installation of such "Extra Services" items and prior to the purchase of any repair or replacement materials.

All plant material shall be maintained in a healthy and vigorous condition and the grounds kept attractive in appearance. Dead or damaged plant material shall be replaced, irrigation systems shall be maintained and all litter and debris shall be picked up and removed from the site during every maintenance cycle.

All workmen under this contract shall be neat in appearance, perform their work in a professional manner. Noise is to be kept to a minimum and work staged from a location on the site(s), out of the way of the mainstream of users. The Contractor's presence on site shall be as inconspicuous as possible. Any workmen failing to maintain a neat appearance or fail to meet minimum work standards must be removed from the worksite as directed by the City's representative.

Scope of Work

A. Base Bid

1. Mowing, trimming and edging turf and lawn areas
2. Maintenance of landscape beds – weed and debris removal, mulching
3. Pruning and trimming trees and shrubs
4. Application of fertilizer and pesticides (insecticides, herbicides and fungicides)
5. Adjustment and minor repair of landscape irrigation system
6. Application of landscape irrigation water (watering lawns, turf and other plants)
7. General site cleanup, removal of litter and debris

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

B. Extra Services

1. Mulching trees and shrubs outside landscape beds
2. Aerating lawn and turf areas
3. Street and parking lot sweeping, other than that required as a result of landscape maintenance operations
4. Daily site litter cleanup
5. Irrigation repairs, plant replacement and other repairs paid per occurrence.

The Contractor shall provide all equipment, labor, materials and supervision to maintain and care for the landscaped grounds within the project limits of the following sites:

Contract A

• Fire Stations

- | | |
|-------------------|--------------------------------|
| ○ No. 1 (Central) | 101 South Bicentennial |
| ○ No. 2 | 2811 North Main |
| ○ No. 3 | 213 East Dallas |
| ○ No. 4 | 2800 South 10 th |
| ○ No. 5 | 5521 North 23 rd |
| ○ No. 6 | 5500 South 23 rd |
| ○ No. 7 | 8209 N. Bentsen Road |
| ○ Station/EOC | 201 N. 21 st Street |

Contract B

Roney Boys & Girls Club	4501 W. 34 th Street
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Contract C

McAllen/Reynosa International Bridge	1023 S. International Blvd. (end of Bridge Street, Hidalgo)
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Contract D

McAllen Convention Center	600 Convention Center Boulevard
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Contract E

Veterans War Memorial of Texas	Galveston and 29 th Street
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GROUNDS MAINTENANCE TASKS

Work tasks are identified in five (5) categories. These categories are turfgrass and lawn maintenance (including trimming and edging, fertilizing and pest control), litter and debris removal, landscape bed maintenance, tree maintenance, irrigation system maintenance and management.

I. Maintenance cycles and schedule - A cycle is defined as the activities necessary to perform a particular maintenance task one (1) time.

- A. Mowing shall be performed every two (2) weeks unless specified differently herein, for specific areas or sites. This establishes 26 mowing cycles annually. However, this may change due to growing conditions. The contractor may be instructed to mow more frequently in faster growing months and less in slower growing months.

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

- B. Litter and debris removal shall correspond with mowing cycles. Litter and debris shall be collected before and after each mowing. Where more frequent mowing is required or directed, litter pickup and debris shall be completed along with each mowing.
- C. Landscape bed maintenance shall correspond with mowing cycles.
- D. The Contractor shall provide the City a schedule of what days, where and how many crews are mowing grass or performing landscape bed maintenance. The Contractor shall keep the schedule accurate and up to date.
- E. All mowing, edging and litter/debris removal under these contracts shall be performed on consecutive days for each contract (site) and continue until the cycle is complete.

II. Equipment

- A. All equipment utilized in the performance of this contract must be furnished by the mowing contractor and shall be in good mechanical and safe condition. All equipment shall meet minimum OSHA standards.
- B. All rotary mowers must be equipped with safety shields, chains or guards to prevent damage to property by flying debris from under mower. Engines must be equipped with manufacturer approved mufflers to reduce noise emission.
- C. All equipment shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of the vegetation at all times.
- D. Lawn edgers may be rigid or flexible blade type that will produce a fine clean edge.
- E. Fertilizer spreaders shall be cyclone type with adjustable chute, as manufactured by Scotts or equal. Spreaders must be in good working condition. No visible overlapping of applications will be permitted. Cross fertilize at half-rates to avoid streaking.
- F. Pruning tools shall be maintained in good working order with sharp cutting edges.
- G. Disinfecting of equipment: All mowing and pruning equipment shall be disinfected before commencing work at any site under this contract if diseased plants have been cut or trimmed with that equipment within 3 days of entering the site. Disinfectant shall be 1 part of fresh bleach to 9 parts of clean tap water, applied by spraying to the blade(s) and underside of cutting decks and/or all pruning tools.
- H. Contractor shall provide at his expense such personal safety equipment for all personnel working at each site that is normally found in "best practice". This shall include but not be limited to eye, ear, skin and head protection.

III. Mowing, lawn and turf maintenance

- A. All areas within the project limits shall be mowed during each cycle and on continuous days, save and except for Sunday's and days of inclement weather.
- B. The Contractor shall mow as close as practical to all fences, curbs, walls or buildings where applicable. Any vegetation unable to be cut by mechanical means must be cut by other means to a height of 2 inches.
- C. Use string trimmers to cut grass in areas inaccessible to mowers. Do NOT use string trimmers to expose sprinkler heads. Trim grass around sprinkler heads with a circular sprinkler head trimmer.
- D. Mechanically edge grass along or around all walkways, curbs, ramps, embankments, obstructions, light poles, fencing, signs, trash receptacles, benches, landscaped beds, and canal edges.

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

- E. String trimmers are **NOT** to be used within **12” of the tree or shrub trunks.**
- F. Chemical edging is allowed around trees, large shrubs, irrigation and water meter valve boxes and fencing but not along edges such as walks and curbs or sprinkler heads. If chemical edging is used, Contractor must provide City with a list of all chemicals to be used, amounts used, and dates of application. Herbicides may be used to prevent plant growth in any cracks in sidewalks, trails or within paved areas. Chemical application must comply with section III. N. below.
- G. Grass shall be cut at a uniform height of 2 inches. All equipment must be set at the same height in order to produce an even cut and appearance.
- H. All grass clippings shall be mulched. No “wads” or piles of grass clippings will be allowed to remain on the lawn or turf after mowing operations.
- I. Any suspected disease or insect problem shall be reported immediately to the City’s representative and treated by Contractor, at Contractor’s expense as per III.N.
- J. All grass clippings, dirt, dust and any other debris must be removed from all plant beds, sidewalks, ramps, driveways, parking lots and trails after each mowing. Power blowers, vacuums and sweepers are permitted.
- K. Special care shall be taken to prevent clippings and debris from being directed into irrigation canals, storm water detention areas, streets, gutters or storm sewer inlets.
- L. Mowing will not be permitted when, in the opinion of the City, the soil and/or weather conditions are such that property could be damaged. The Contractor, at his/her own expense, shall immediately repair any such damage or rutting.
- M. Uneven cuts, scalping, and varying heights of lawn areas will be considered unsatisfactory to City standards. The Contractor will be given one written notice for each occurrence. If the problem reoccurs in the same location(s), the City shall deduct \$100 for each occurrence from the amount due the Contractor in order to offset the cost to the City to correct unsatisfactory work.
- N. **Pesticide application:**
 - 1. Contractor must be licensed to commercially apply pesticides by either the Texas Department of Agriculture or the Texas Structural Pest Control Board and follow all applicable regulations. A copy of the license of the individual that will apply or directly oversee pesticide applications must be submitted with the bid and must be current from date of award of contract until the expiration of the contract.
 - 2. All pesticide applications must be made according to the manufacturer’s recommendations and by or under the immediate supervision of the license holder. Records that comply with the state licensing agency must be maintained for each application and available for inspection by the City during normal business operations. Coordinate sprinkler schedules so that sprayed material is not washed off of plants. Repeat application at Contractor’s expense if rain or irrigation washes material off of plants before uptake.
 - 3. All pesticides shall be applied as needed to control weeds, insects, fungus and plant diseases at the Contractors expense. The Contractor shall be responsible for the choosing of pesticides and shall be accountable for any misuse thereof. Applications must comply with applicable regulations. **In all cases, IPM must be employed with pest management issues. This may include mechanical removal of weeds or pests, comprehensive water management, fertilizer applications, etc.**

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

4. The Contractor shall prepare submittals prior to each pesticide application showing the areas to be treated, pesticide to be applied, target pest (weed, insect, fungus or disease), and the rates of application.
 5. Noxious weeds and non-wanted grasses shall be killed with pesticides recommended for use within and on specific grass or plant material. **NOTE** – Convention Center and parts of War Memorial are planted with Floritam Carpet Grass. Contractor shall only use herbicides approved for use on this type of grass.
 6. Contractor shall avoid drift and pesticide contact with ponds or water features and drinking fountains on the sites.
 7. **All chemical applications on school grounds (if applicable) must comply with that school district's "IPM" program.**
 8. Typical target pests may include Fire, Red and Leaf Cutter ants, Bermuda grass in beds and sidewalks, Dandelion, Yellow and Purple Nut Sedge, Crab Grass, Guinea Grass, Dollar Spot and Brown Patch fungus, Snails, Sod Web Worms, Grub Worms, Rabbits and Ground Squirrels.
- O. Fertilizer shall be applied to all lawn and turf areas three (3) times per year as per soil analysis, or as follows:
March 1 -----16-7-12 with 10% sulfur applied at 2 lb. N/1,000 sq.ft.
June 1 -----16-7-12 with 10% sulfur applied at 2 lb. N/1,000 sq.ft.
September 1----- 10-5-20 with 10% sulfur applied at 2 lb. N/1,000 sq.ft.
- Fertilizer: Trace elements in fertilizer shall be based on the recommendations of a certified soil laboratory. The fertilizer program will be closely monitored by the City's representative. The Contractor shall prepare submittals prior to each application showing the areas to be fertilized, the quality and rate of fertilizer to be applied.
- P. The City retains the right to prohibit the use of any pesticide or fertilizer that may be undesirable for any reason. Contractor shall avoid use of pesticides leaving an undesirable residue or odor (i.e. weed oil). Contractor shall notify the City's representative prior to application of any danger associated with use of any product.

IV. Landscape Bed Maintenance (including Rain Gardens at Convention Center)

- A. Landscape bed maintenance shall include all work necessary to maintain planting bed areas and plants in a healthy, weed, disease and insect free condition.
- B. Chemicals are allowed for the use of weed, disease and insect control. Applications must comply with applicable regulations, as per III. N.
- C. All beds shall be maintained with a 2 to 3 inch layer of mulch. When mulch is needed, Contractor shall notify the Parks and Recreation Department and mulch will be delivered to the site within three (3) working days. Contractor is responsible for placing mulch in bed areas at the required 2 to 3 inch thickness.
- D. Ground covers shall be edged and trimmed so that they remain within the area defined by the landscape edging.

Shrubs shall be trimmed and shaped according to natural characteristics and standard cultural practices specific to each specie. Selectively thin and tip back

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

- E. annually to encourage branching and vigor. **DO NOT CHANGE SHAPES OF SHRUBS BY PRUNING.** The City will provide on-site training if, and when required.
- F. At sites where shrubs are staked, Contractor shall maintain staking and guying at all times and shall be responsible for any damage to plant materials caused by chafing or breakage of foliage or limbs coming in contact with stakes or ties. Replace broken plant stakes and ties and bent stakes as needed. If ties are too tight, they must be replaced or adjusted. If, after consultation with the City's representative, stakes are no longer needed, remove and deliver to the Parks and Recreation Department at 1000 South Ware Road.
- G. Landscape beds shall be fertilized three times per year with granular fertilizer as recommended by a certified soil laboratory, or a fertilizer equal to 18-7-10 with 10% sulfur, at an application rate of five (5) pounds per 1,000 square feet (approx. 1 lb. N per app). Fertilizer shall be applied approximately March 1, June 1 and September 1.
- H. Replant all damaged or thin areas in groundcover beds at the direction of the Owner's representative, using existing spacing. Plants damaged by Contractor shall be provided and planted by Contractor, at Contractor's expense. Plants damaged by "other than Contractor", diseased or showing poor vigor will be provided by the City and planted by the Contractor as "Extra Services". All replacement plants are subject to approval of the City's representative.
- I. Pre-emergent herbicides shall be used at Contractor's expense to prevent unwanted plants from landscape beds. Application shall be in accordance with section III.N.

V. Tree Maintenance

- A. At sites where trees are staked, Contractor shall maintain staking and guying at all times and shall be responsible for any damage to trees or plant materials caused by chafing or breakage of foliage or limbs coming in contact with stakes or ties. Replace broken plant stakes and ties and bent stakes as needed. If ties are too tight, they must be replaced or adjusted. If, after consultation with the City's representative stakes are no longer needed, remove and deliver to the Parks and Recreation Department at 1000 South Ware Road.
- B. All suckers shall be continually removed from trees by cutting.
- C. Trim trees as needed to remove dead or unsightly growth. Keep canopy lifted to allow for pedestrians and vehicles. Contractor will **NOT** be responsible for fertilizing trees under this contract.

VII. Litter and Debris Removal

- A. All litter and debris must be collected, removed and disposed of properly from the project sites during each cycle.
- B. Litter and debris shall be picked up prior to each mowing cycle and then immediately following the actual mowing and trimming. This is to retrieve any litter missed the first time and cut into smaller pieces by the mower.
- C. Litter and debris shall be disposed of properly, off site, at the Contractor's expense.
- D. Litter and debris shall be defined as any object not intentionally placed at the project sites for a specific purpose. This shall include but not be limited to paper, wrappers, cans, bottles, building material, disposable diapers and cigarette butts found on the

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

grounds and all objects found in trash receptacles. This shall also include items produced from maintenance tasks such as mowing and landscape bed maintenance.

VIII. Landscape Irrigation System Maintenance and Management (*International Bridge, New Convention Center and Veterans War Memorial only*)

The Contractor shall maintain the landscape irrigation system (s), monitor and program the automatic controlling devices to produce optimum moisture levels in all planted areas, specific to regional climatic conditions in McAllen, Texas.

The Contractor shall have competent working knowledge of Motorola ICC controller system and demonstrate knowledge thereof, to the City's representative, prior to commencing Landscape Irrigation management. Contractor will also need to maintain a computer system and Internet service at Contractor's office to access the Convention Center and War Memorial irrigation control systems, so as to adjust and maintain watering schedules. No modifications or repairs shall be made to the control system (including controllers) without written authorization of the City's representative.

- A. Complete sprinkler system servicing shall be performed, as necessary, to maintain sprinklers in correct operating condition, including all required labor. Monitor and inspect sprinklers once a month or upon request of the City's representative. This inspection shall include visual inspection of all accessible components of the irrigation system including, but not limited to controllers, remote control valves, quick coupler valves, drip pressure and air release valves, bubblers and sprinkler heads.
- B. Adjust sprinklers to avoid damage to automobiles, signs and buildings and also adjust heads to keep water off the streets, sidewalks and brick pavers. Make repairs and alterations to the sprinkling system and water lines as needed. All sprinkler repairs, such as cleaning and adjusting of heads or breaks caused by the Contractor shall be the Contractor's responsibility. Repairs as a result of vandalism, special events or outside contractors shall be considered as "Extra Services" and paid as such. Repairs shall be billed to City monthly, accompanied by documentation of location of repairs, materials used and time spent performing such repairs. **It is the intent of this specification that the Contractor shall have maximum flexibility to maintain the landscaping and landscape irrigation system in top condition. Misuse of the "Extra Services" portion of these specifications may result in pre-authorization requirements for repairs. City may perform such repairs as necessary, at its discretion, without affect to this contract.**
- C. Replacement materials throughout the system shall be of the same make, model and size of the existing system.
- D. Contractor shall utilize any warranties that may be in affect for material or installation prior to exercising the Extra Services clause of this contract.

Contractor shall water lawns, turf, trees and shrubs so as to provide healthy and vigorous growth. Care shall be taken not to over-water plants and stimulate unnecessary growth and plant disease. Provide a deep watering program to discourage shallow root growth and salt buildup on the top layer of soil. Established turf should not be kept wet but should dry out somewhat between waterings. A twice weekly watering is adequate under normal conditions. If hot or windy, more water

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

- E. may be needed. Areas shaded by trees or shrubs may require additional water time or frequency due to competition between plants. If turf wilts (shows gray-brown color) water more frequently.
- F. Irrigation cycles shall be set to take place after sunset and prior to sunrise unless otherwise instructed by the Owner's representative, except during visits of grounds maintenance personnel. During such visits the irrigation system may be operated as needed by those personnel, however, not to interfere with the operations of the facility.
- G. Trees and shrubs shall be watered as necessary, adjusting to seasonal conditions. Contractor shall inspect **Root Zone Inspection Tubes** where provided at least one (1) time each month to assure trees are not over watered. Where bubblers are installed for trees and shrubs, bubblers are to be inspected to maintain optimum performance.

IX. Extra Services

From time to time Extra Services may be required to maintain the grounds in top condition. These services may include Mulching trees and shrubs outside landscape beds, Aerating lawn and turf areas, Street and parking lot sweeping, other than that required as a result of landscape maintenance operations, Daily site litter cleanup, Irrigation repairs not the fault of the Contractor, Plant replacement and other miscellaneous repairs. Each shall be paid per occurrence, and in coordination with the City's representative.

Routine irrigation maintenance such as broken heads, leaks, malfunctioning solenoids and stuck valves shall be repaired as encountered by the Contractor and billed on a monthly basis. Accompanying each billing, Contractor shall include a map indicating where repairs were required, type of repairs made and receipt for materials used. All other Extra Services, whether initiated by the Contractor or City shall commence only after written approval by the City's representative.

X. Approved Materials

The following materials are approved for use in maintaining the landscaping in this contract. Additional materials may be required to maintain the landscaping in a healthy and vigorous condition. Where specific products are stated, it shall be understood other manufacturer's products may be equal. The Contractor shall assure that materials selected for use meet the same criteria as those listed below. All pesticides shall be used in accordance with the Manufacturer's Specifications and in accordance with State and Federal Laws.

1. Pre-Emergence Weed Control: Amaze by Greenlight, San Antonio, TX
2. Herbicide – Non-selective: "RoundUp" by Monsanto, St. Louis, MO
3. Fire Ant Control: Amdro Fire Ant Bait by Ambrands
4. Fungicide: "Systemic Fungicide" by Fertilome
5. Fertilizer for acid loving plants: "Iron Plus" by Hi-Yield
6. Shrub Fertilizer: Osmocote "Pro" 18-7-10 by Scott's

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

XI. Special Conditions

- A. Contractor shall advise the City by telephone, immediately upon discovery and in written form within 24 hours, of any obvious irrigation problems. This shall include but not be limited to broken sprinkler heads, leaks, breaks, wet spots, missing valve box covers and dry spots.
- B. Contractor shall notify the City of any plant problems such as leaf drop, discoloration, insect infestation and death, in written form within 24 hours of discovery.
- C. Contractor shall be able to provide services for Special Events within 24 hours of request. These requests may substitute for regularly scheduled cycles or may be in addition to regular cycles, solely at the discretion of the City.
- D. Periodic inspections will be made by the City to determine the quality of the work being performed.
- E. City will notify Contractor as soon as possible of any Special Events, such as outdoor festivals, Home and Builder's Shows, etc. that may affect elements of this GROUNDS MAINTENANCE contract. Contractor shall adjust work schedules as necessary.

XII. Safety and Damage

- A. If traffic or pedestrian levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If the Contractor fails to cease work on his/her own judgment, the City shall have the right to halt the Contractor's work.
- B. In order to insure safety to the public the Contractor shall take adequate safety precautions. He shall coordinate all work with the City and shall place warning signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices, where applicable.
- C. Signs, sign stands and safety flags as may be required to protect the public shall be furnished by the Contractor. The Contractor shall be responsible for maintenance, repairs and/or replacement of all signs and safety devices as necessary or as required by the City.
- D. The Contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City. All work performed at city/school parks must be scheduled and coordinated through the Principal at each location; primarily on weekends. Work at Fire Stations shall be facilitated so as to not interfere with operations of the Fire Department. Landscape maintenance at the International Bridge shall not interfere with bridge operations or that of any local, state or federal agency. Landscape maintenance at the Convention Center and War Memorial shall take place so as to not interfere with any function taking place within the Center or on the grounds. Likewise, landscape maintenance at the Boys and Girls Club shall take place so as to not disturb activities of the Club.
- E. The Contractor shall exercise care so as to avoid damage to trees, shrubs, sprinklers, utilities and other amenities within the project site. **Damage must be corrected or repaired by the Contractor**, at his/her expense, or may be performed by the City and the costs for such repairs deducted from payment. All repairs must be completed within five (5) days from date of damage.

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

- F. All employees of Contractor that will provide services under this GROUNDS MAINTENANCE contract at the International Bridge must undergo background investigation and clearance from the U.S. Department of Homeland Security before commencing work on that site. The City will make all arrangements for such background investigations. No cost to the Contractor is anticipated for the background investigations.

XIII. Neglect and Vandalism

- A. Turf, shrubs, trees or other plants that are damaged or killed due to Contractor's operations, negligence or application of pesticides shall be replaced by the Contractor, at no expense to the City. If damage is due to conditions beyond the Contractor's control, replacement shall be at the City's expense under "Extra Services".
- B. Sprinklers or irrigation equipment, or other structures that are damaged by the Contractor's operations must be replaced by the Contractor promptly, with like materials. Damage to the irrigation system by others, shall be repaired by the Contractor as per "Extra Services", with appropriate documentation.
- C. All water damage, either natural or man-made, resulting from Contractor's neglect shall be corrected at the Contractor's expense.
- D. All damage to landscaping, hardscaping and/or irrigation system due to thefts or vandalism, not caused or allowed by the Contractor shall be corrected by the Contractor at the City's expense, upon written authorization to proceed.
- E. All damage to windows, windshields, or other such damage to buildings, equipment or vehicles on the site caused by Contractor shall be promptly corrected at the Contractor's expense.

XIV. Emergencies

- A. The Contractor shall answer emergency or complaint calls within two (2) hours and corrective action shall be complete within eight (8) hours.
- B. The Contractor shall answer emergency calls regarding the Landscape Irrigation System and take corrective action within two (2) hours. Such work, unless caused due to the neglect on the part of the Contractor shall be considered "Extra Services" and paid accordingly.

XV. Site Conditions

The Contractor shall become familiar with each site and condition of all plant materials. He should know the location of all irrigation meters and valves so that irrigation systems can be turned off, if and when damage occurs. The Contractor shall notify the City, in writing, at the beginning of the contract of any conditions that do not meet the intended standards of care as outlined in these specifications.

XVI. General

- A. In the proposals, each bidder shall include a list of at least five current references for

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

- which they have provided services. The list must contain the name and telephone number of the contract administrator.
- B. Please submit statement of qualifications (experience, areas of specialization, number of years in this type of business, along with a list of number of employees by class to be assigned to this project) with bid.
 - C. The contract administrator for all matters concerning this contract is the Director of Parks and Recreation or his designated representative.
 - D. The Director of Parks and Recreation authorizes payment based on the recommendation of the aforementioned individuals.
 - E. Under the terms of this agreement, the Contractor shall not, in the conduct of their business and in the process of employment, payment of salaries, assignments, discipline, or termination, harass, intimidate, or discriminate against employees or prospective employees by reason of race, color, national origin, religion, sex, age, disability, sexual orientation or veteran's status.
 - G. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction over the contract. The contractor cannot hire individuals for this project who are currently employed by the City of McAllen.
 - H. Contractor agrees that all subcontractors performing work under this agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor and not employees of the City. The Contractor shall notify the City when and where subcontractors will be used at the time their proposal is submitted.
 - I. The City reserves the right to inspect and audit at its expense, the financial records and support documents of the Contractor or any subcontractor(s) hired by the Contractor relative to any work paid for or reimbursed under this contract.
 - J. This contract may not be assigned without the express written consent of the City.

XVII. Bond, Insurance and Hold Harmless

- A. The Contractor, simultaneously with the execution of the contract, will be required to furnish a performance bond in an amount equal to thirty (30) percent of the total contract price. The bond is to be held by the City for the duration of the contract. The premium for the bond shall be paid for by the Contractor. The surety of the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. Attorneys-in-fact who sign the bonds must file with each bond, a certified and effectively dated copy of their Power of Attorney.
- B. The Contractor shall procure at his/her own expense and maintain during the existence of the contract, workmen's compensation and employers liability insurance and other such insurance as may be required under applicable state statutes.
- C. The Contractor shall procure at his/her own expense and maintain during the existence of the contract, comprehensive general liability insurance, including a personal injury and blanket contractual coverage, automobile liability insurance and umbrella liability insurance with combined limits of not less than \$500,000.

CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR GROUNDS MAINTENANCE Continued:

IX. Bond, Insurance and Hold Harmless (Continued)

- D. At the request of the City, the Contractor shall obtain and deliver to the City certificates evidencing such insurance from its insurance carriers. The insurance should be submitted in Accord form 25 along with a waiver of subrogation in favor of the City of McAllen and shall name the City of McAllen as an "Additional Insured". The Certificate of Insurance shall name the City of McAllen as the Certificate Holder. The Contractor shall save and hold the City harmless from actions or claims against the City that may arise in connection with the use or operation/performance of the service(s) called for.
- E. In the event that the contractor fails to maintain and keep in force insurance as herein provided, the City shall have the right to immediately cancel and terminate the agreement and forfeit any bonds that may be posted with the City for this project.
- F. The Contractor shall indemnify and hold harmless the City, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the contract, or the extension of services under the contract.

XVIII. Termination and Abandonment

- A. Termination with Default: If the Contractor fails to perform under the terms of this agreement, the City will provide written notice to the Contractor. If such default is not remedied within thirty (30) days, the City may terminate the agreement immediately for default and shall give the Contractor written notice of its termination. Such failure to perform includes, but is not limited to, failure to operate in a reasonable manner or during reasonable hours, failure to respond to requests to mow, failure to pick up litter and violations for the mis-use of pesticides on the project. In the event of termination for default, the City shall have against the Contractor all remedies provided by law and equity.
- B. Termination without Default: This agreement may be terminated by either party at any time by giving written notice to the other party at least forty-five (45) days prior to the effective date of termination.

XIX. Inspection and Payment

- A. Upon completion of the entire maintenance cycle of each site, the Contractor shall notify the City that all work is complete and ready for final inspection. The City shall inspect all work within three (3) working days and notify the Contractor in writing or verbally of the acceptance or rejection of the work. Any work rejected must be completed within five (5) working days and prior to submittal of payment request to the City.
- B. The Contractor's performance will be evaluated for each cycle. In the event the performance is unsatisfactory and the poor performance is clearly the fault of the Contractor (any service not performed that is required by the contract), the Contractor

**CITY OF McALLEN REQUEST FOR PROPOSALS SERVICE CONTRACT FOR
 GROUNDS MAINTENANCE Continued:**

XIX. Inspection and Payment (Continued)

will be given written notice stating the deficient area(s), a date of deficiencies must be completed by, and the amount of money being withheld until deficiency is corrected and satisfactory to the City. Partial payment shall be allowed only when unforeseen, unavoidable circumstances, in the opinion of the City, render a complete mowing or landscape bed maintenance impractical. This partial payment will be based on the percent of mowing or landscape bed maintenance actually completed as determined by the City.

 DATE

 SIGNATURE

 PRINT/TYPE NAME

 TITLE

CITY OF McALLEN
RESPONDENT/CONTRACTOR'S PROPOSAL FORM
SERVICE CONTRACT FOR GROUNDS MAINTENANCE

TO: Mike R. Perez, City Manager, City of McAllen, TX

Proposal of _____ (an individual), (a partnership) (A corporation duly organized under the laws of the State of _____). The undersigned having carefully read and considered the terms and conditions of the Contract Documents for GROUNDS MAINTENANCE SERVICE for the City of McAllen, Texas, does hereby offer to perform such services on behalf of the City of McAllen, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the unit prices hereinafter set forth:

Bid Item #1 -- Mowing and Trimming Services

<u>LOCATION</u>	<u>UNIT PRICE PER 1,000 sq.ft.</u>	<u>EST. SQ FT in 1,000 sq.ft.</u>	<u>NO. OF CYCLES</u>	<u>TOTAL COST</u>
Fire Stations No. 1-7	\$ _____	110	26/yr	\$ _____
EOC	\$ _____	17	26/yr	\$ _____
Roney Boys & Girls Club	\$ _____	182	26/yr	\$ _____
International Bridge	\$ _____	94	26/yr	\$ _____
New Convention Center	\$ _____	569	52/yr	\$ _____
Veterans War Memorial	\$ _____	294	26/yr	\$ _____

Bid item #2 -- Landscape Bed Maintenance Services

(To be bid per each cycle – all beds at each location -- includes Rain Gardens in New Convention Center Parking Lot)

<u>LOCATION</u>	<u>No. CYCLES</u>	<u>UNIT PRICE/CYCLE</u>	<u>TOTAL</u>
Fire Station No. 1-7	12 Cycles	\$ _____	\$ _____
EOC	12 Cycles	\$ _____	\$ _____
Roney Boys and Girls Club	26 Cycles	\$ _____	\$ _____
International Bridge	26 Cycles	\$ _____	\$ _____
New Convention Center	26 Cycles	\$ _____	\$ _____
Veterans War Memorial	26 Cycles	\$ _____	\$ _____

Bid Item #3 -- Litter and Debris Removal (Includes Rain Gardens at Convention Center)

<u>LOCATION</u>	<u>UNIT PRICE PER 1000sq. ft.</u>	<u>EST. sq.ft. in/1000</u>	<u>TOTAL</u>	<u>NO. OF CYCLES</u>	<u>TOTAL COST</u>
Fire Stations No. 1-7	\$ _____	110	\$ _____	26	\$ _____
EOC	\$ _____	16	\$ _____	26	\$ _____
Roney Boys & Girls Club	\$ _____	182	\$ _____	26	\$ _____
International Bridge	\$ _____	50	\$ _____	26	\$ _____
New Convention Center	\$ _____	756	\$ _____	52	\$ _____
Veterans War Memorial	\$ _____	368	\$ _____	26	\$ _____

**CITY of McALLEN RESPONDENT/CONTRACTOR'S PROPOSAL FORM SERVICE
CONTRACT FOR GROUNDS MAINTENANCE (Continued)**

Bid Item #4 -- Landscape Irrigation System Management

<u>LOCATION</u>	<u>UNIT PRICE PER 1,000sq.ft.</u>	<u>EST. sq.ft. in/1,000</u>	<u>NO. OF CYCLES</u>	<u>TOTAL COST</u>
New Convention Center	\$_____	756 Sq. Ft.	1 year	\$_____
Veterans War Memorial	\$_____	368 Sq. Ft.	1 year	\$_____
McAllen/Reynosa International Bridge	\$_____	50 Sq. Ft.	1 year	\$_____

ONE YEAR MAINTENANCE - GRAND TOTAL ALL LOCATIONS \$_____

Bid Item #5 -- Extra Services

	<u>Unit</u>	<u>Cost per unit</u>
a. Mulching around trees & shrubs (labor only)	per tree/shrub	\$_____
b. Aerating lawn and turf areas	per 1,000 sq.ft.	\$_____
c. Convention Center Street and parking lot sweeping, other than that required as a result of landscape maintenance operations (includes Convention Center Blvd.)	per sweeping	\$_____
d. Convention Center daily site litter cleanup (includes Convention Center Blvd.)	per cleanup	\$_____
e. Irrigation repairs, plant replacement and other repairs to be paid as Extra Services, per occurrence, after submittal of costs and authorization to proceed from the City.	per submittal	no entry

**CITY of McALLEN RESPONDENT/CONTRACTOR'S PROPOSAL FORM SERVICE
CONTRACT FOR GROUNDS MAINTENANCE (Continued)**

Respectfully submitted this the _____ day of _____, 2009.

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

E-MAIL: _____

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AGREEMENT

THIS AGREEMENT, made and entered into this _____, 20____, by and between the City of McAllen, Texas, a Municipal Government of Hidalgo County, Texas, hereinafter called the "City of McAllen") and _____ (hereinafter called the "Respondent/Contractor").

W I T N E S S E T H:

WHEREAS, the Respondent/Contractor did on the _____ day of _____, 20____, submit a Proposal to provide GROUNDS MAINTENANCE SERVICE within the City of McAllen and to perform such work as may be incidental thereto.

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. The Respondent/Contractor shall furnish all personnel, labor, equipment, vehicles, and all other items necessary to provide for the GROUNDS MAINTENANCE services as specified and to perform all of the work called for and described in the Contract Documents within the designated areas of the City of McAllen.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:
 - a. The Request for Proposals.
 - b. The Instructions to Respondents/Contractors.
 - c. The Respondent's/Contractor's Proposal.
 - d. The General Specifications.
 - e. The Performance Bond.
 - f. The Agreement.
 - g. Any addenda or changes to the foregoing documents agreed to by the parties hereto subsequent to the execution of the Contract.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Respondent/Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld.

No amendment shall be construed to release either party from any obligation of the contract Documents except as specifically provided for in such amendment.

AGREEMENT Continued:

4. This Contract is entered into subject to the following conditions:

- a. The Respondent/Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract documents.
- b. The Respondent/Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar contingency beyond the reasonable control of the Respondent/Contractor.
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, such unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforce ability of any other provision or portion of the Contract Document.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, _____, as of this ____ day of _____, 20____.

CITY of McALLEN, TEXAS

ATTEST:

A Municipal Government of
Hidalgo County, Texas

Sandra Zamora,
Director of Purchasing & Contracting

By: _____
Mike R. Perez, City Manager

ATTEST:

By: _____
Respondent/Contractor