



**INVITATION TO RFP**

The City of Keller, Texas (the City) is soliciting sealed RFPs for **Public Works Mowing – Channels, City Properties, Rights of Way, and Water Sites**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the RFP Specifications.

**RFP Due Time/Date: 2:00 P.M., Tuesday, April 26, 2022**

**Recommended Pre-Proposal Conference: 10:00 A.M., Wednesday, April 20, 2022**  
**151 Bear Creek Parkway West**  
**Keller, TX 76248**

Designate on the front, lower left-hand corner of your response, the following:

**RFP Number: 22-017**

**Subject: Public Works Mowing – Channels, City Properties, Rights of Way, and Water Sites**

**Do Not Open-RFP Documents**

RFP Mailing: City of Keller  
Address: Purchasing Agent  
P.O. Box 770  
Keller, Texas 76244

RFP Courier: City of Keller  
Delivery address: Purchasing Agent  
1100 Bear Creek Pkwy.  
Keller, Texas 76248

For convenience at RFP opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

Total Annual Cost: \$ \_\_\_\_\_ (dollars)

This amount should match the total indicated on page 13.

**CONTRACTOR INFORMATION:**

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

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative Print

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Date

**OFFICIAL SIGNATURE PAGE**

**\*\*\* THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED \*\*\***

## RFP FORM RETURN CHECKLIST

	<b>REQUIRED</b>	<b>SUBMITTED</b>
1. Signature Page	____X____	_____
2. Bid Bond	____X____	_____
3. Payment Bond	____X____	_____
3. Equipment List	____X____	_____
4. Insurance Affidavit	____X____	_____
5. References	____X____	_____
6. House Bill 89 Verification	____X____	_____
7. Conflict of Interest Questionnaire	____X____	_____

## SCOPE:

The intent is to describe the minimum specifications for contract channel and property mowing for the City of Keller, Public Works Department. Where required, the contractor shall, utilizing rotary mower, trimmers, edgers, and other appropriate equipment to Finish Mow as further defined in Requirements, below. Maps of each location are provided through Attachment A for reference.

The City of Keller Public Works Department intends for these items to be awarded to a single vendor. However, the City may elect to award to two vendors if the requirements for each type of mowing cannot be provided by a single vendor.

## REQUIREMENTS:

1. For items identified within Section 1: Drainage Channels, Tractor mowing with flail or rotary mower will be utilized. Landscaped and other areas are to be completed with landscape mowing equipment. Locations at head wall/drainage channels includes weed-trimming and/or mowing down to the water on both sides of the channel out 5 feet from the head wall. The Drainage Channels may be mowed with landscape mowing equipment with no price adjustment allowed. Channels shall be mowed on a once per month (30 day) schedule.
2. For items identified in Sections 2, 3, and 4, the contractor shall be responsible for mowing all grass and turf; edging and trimming along and around trails, sidewalks, pavements, curbs, plant beds, signs, poles, walls, fences, etc. within the contracted mowing areas. Items within these sections shall be mowed on a bi-weekly (14 day) schedule.
3. **Litter and other debris shall be picked up from the entire mowing area prior to mowing and properly disposed of.**
4. The mowed areas shall be left free of windrows and chopped paper or trash, with a neat finished appearance, trails, sidewalks, flumes and other hard surfaces will be swept or blown clean. **The blowing of clippings, leaves or litter onto any paved area or waterway is prohibited.**
5. All grass and weeds growing in expansion joints and cracks of paved surfaces must be trimmed, and may be treated with an approved herbicide, every cycle.
6. Any hazardous conditions or damage to City of other property is to be reported to the City's representative.
7. Unless otherwise instructed, the contractor shall accomplish tasks listed under Section 1: Drainage Channels once per month on a regular schedule as agreed to by the City. Mowing operations must conclude before dark.
8. Unless otherwise instructed, the contractor shall accomplish tasks listed under Section 2: City Properties, Section 3: Rights of Way and Section 4: Water Sites once every fourteen (14) days on a regular schedule as agreed to by the City. Mowing operations must conclude before dark.

9. The contractor shall submit his monthly schedule to the City's representative. Any variance will require a minimum of twenty-four (24) hours prior notice.
10. The contractor shall provide a monthly report/invoice of work completed by location with the status of each site with the date mowing took place for each. Each site must be completed for payment to be made; no payment for partial mowing of any site will be made.
11. Unit prices shall reflect all charges for mowing and any associated task for each location. No additional charges will be paid.
12. Work on Saturdays will be allowed only with City Representative permission. Sunday work must be pre-approved by the Director of Public Works.
13. The contractor shall set mowing equipment to cut to a height of two to four (2 to 4) inches. Scalping or scraping in not acceptable. All changes in mowing height shall be approved by the City's representative.
14. The contractor will not mow within twelve (12) inches of any tree to avoid damage to the tree. Exception: Small volunteer trees and brush shall be cut as weeds while mowing.
15. The contractor shall be responsible for all damage caused by his operations, and any damage must be reported immediately to the City's representative. The contractor shall be responsible to correct and or repair any damage caused by his operation at his expense including repair of irrigation system components and the replacement of trees, shrubs and ground covers damaged. Repairs and replacements shall be at no cost to the City and be of equal size, species, type, brand and quality.
16. The contractor shall furnish all supplies, tools, equipment, personnel and work experience to fulfill the terms of this contract. A competent and experienced supervisor/foreman must be with each work group every day and may be a working foreman operating equipment.
17. The contractor shall not transfer, assign or subcontract these contract responsibilities to others without the prior written consent of the City of Keller.
18. The contractor shall comply with all applicable Federal, State and local laws and regulations including those concerning the environment.
19. NO CHEMICALS, HERBICIDES (WEEDKILLERS), INSECTICIDES FUNGACIDES, OR FERTILIZERS ARE TO BE USED WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. Exception: Round-Up or other packaged product applied to cracks and joints in pavement when used according to package directions.
20. **Contractor's personnel working in medians and near trails or roadways shall be required to wear ANSI 107-2004, Class 2 Level 2 safety reflective vests or equal safety garments. A minimum of three (3) 28 inch tall orange traffic cones with reflective stripes shall be placed to warn oncoming traffic of vehicles, trailers, and equipment parked on or adjacent to the roadway. Safety clothing and traffic cones shall be kept in good condition and replaced periodically when they become soiled or damaged. Care should be taken to avoid conflicts with vehicular and pedestrian traffic.**

21. The contractor shall not operate nor cause to be operated any vehicle, trailer, or equipment that does not have all appropriate safety; lights, switches, covers, guards, or other safety devices in place, correctly positioned, working properly and in use, including discharge chute, deflectors, chains, and guards.
22. Contractor vehicles, trailers, and equipment shall be kept in good repair with minimal exterior blemishes or damage at all times. All lights, mufflers, silencers shall be installed and working properly with no excessive noise or smoke, no leaking fluids or other obvious signs of disrepair will be tolerated. Vehicles and equipment with Fluid leaks shall be shut down immediately and repaired and cleaned of excess fluids before being returned to use. Spilled fluids shall be cleaned up or treated per State Clean Water regulations.
23. Contractor vehicles, trailers and equipment shall at all times be properly licensed and inspected per State Law and meet applicable clean air and safety standards.
24. Vehicles, and equipment shall have backup alarms. Adequate quantities of traffic cones, fire extinguishers and first aid kits shall be carried on each vehicle. Overhead amber safety strobe lights on vehicles and equipment are strongly encouraged.
25. Tractors shall be four-wheel drive and capable of safely negotiating a 30-degree slope along the drainage channels while mowing. Batwing type mowing equipment is preferred to provide mowing over the edges of wet areas.
26. The contractor must provide normal methods of contact which are monitored during the work day, such as a valid telephone number with voice mail, email, as well as keep his business physical and mailing address updated at all times and provided to the City's representative.
27. The contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Keller, and shall control the operations at the work site, and be solely responsible for the acts and omissions of his employees or agents.
28. A RFP response constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for RFP.
29. A review of the contracted area prior to the beginning of the first mowing cycle with the City Representative shall be mandatory.
30. The City of Keller reserves the right to adjust and or cancel scheduled mowing cycles on a week to week basis, based upon need, prevailing weather conditions and available funding.

QUALITY ASSURANCE: The grounds will be inspected after each mowing by the City Representative to insure compliance with the specification.

## Contract Mowing Details

### Section 1: Drainage Channels

Mow, and trim along fences, poles, headwalls, guard rails, flumes, on rip rap and Gabion mats and at edge of and in joints and cracks in concrete. **Extra care must be exercised to not damage wire of Gabion mats.** Quantities are approximate, all channels include mowing slopes that vary in size and angle, the bottom of channels includes gabion mats, rip rap rock, concrete flumes or natural, all will likely be soft and may have standing/flowing water, mud, etc. **Mow monthly.**

- Item 1.     **Sarah Brooks Drive Channel**  
From Shady Grove Road to North Tarrant Parkway both sides of channel from concrete channel liner to fences. Where there is no fence then mow out 15 feet. 2,605 X 42 feet.  
**3.0 acres**
- Item 2.     **Rapp Road Channel**  
From Shady Grove Road North to 1200 Rapp Road. From brick wall to edge of road. 1,520 X 53 feet.  
**1.75 acres**
- Item 3.     **Little Bear Creek/Ridgewood Estates**  
From Junction of Creek Terrace Channel East along Little Bear Creek to City limits near Creekridge Dr. both sides of creek. 1,630 X variable width.  
**7.0 acres**
- Item 4.     **Beeding Lane Channel**  
From Bursey Road to junction of Little Bear Creek. Both sides of the concrete flume. From fence on East side to edge of Trail. 1,025 X variable width.  
**2.2 acres**
- Item 5.     **Creek Terrace Drive Channel**  
From North Tarrant Parkway to junction of Little Bear Creek, 1,525 X variable width.  
**3.5 acres**
- Item 6.     **Highland Oaks Crossing Channel and Pond (behind CVS)**  
From Rufe Snow Drive to North Tarrant Parkway. Includes weed trimming on and around Gabion channel liner and pond walls.  
**4.4 acres**
- Item 7.     **Chase Oaks Drive Channel**  
From the fence at 1539 Chase Oaks Drive, South – East, 1,803 feet X variable width from concrete flume to fence.  
**5.6 acres**
- Item 8.     **Rufe Snow Drive at Little Bear Creek**  
East side of road along and around headwall and out 90 feet X 60 feet. West side of road along and around headwall out 90 X 15 feet.  
**0.16 acres**
- Item 9.     **Little Bear Creek at Pebble Creek Drive Channel**
- From North Tarrant Parkway to S.E. and around safety fence then West 125 feet to Willow Crest Dr. from fence to curb, 1,100 X 40 feet.
  - North side of North Tarrant Parkway, weed trim around headwall area.     **1.02 acres**
- Item 10.    **Little Bear Creek at Willis Lane**  
At box culvert 100 feet North of North Tarrant Parkway both sides of road around headwall, wing walls, in and around flume.  
**0.01 acres**
- Item 11.    **Clear Water Lane Channel**  
From the spillway 100 feet north of Clear Water Lane mow West side of flume to fence, 500 feet X 40 feet wide.  
**0.5 acres**

- Item 12. **Keller Pointe Channel**  
From Rufe Snow Drive East to Big Bear Creek 1,720 X variable width,  
West side of Rufe Snow Drive from spillway to headwall 20 X 120 feet. **2.06 acres**
- Item 13. **Anita Avenue Channel**  
Keller Parkway to spillway behind 700 Keller Pkwy. Mow bottom of channel and up five  
feet on slopes, 640 feet X variable width. **0.63 acres**
- Item 14. **Elm Street / Main Street - Big Bear Creek:**
- From East side of Elm Street to Trees, 450 X variable width,
  - From West side of Elm Street to Main Street, 700 feet X variable width,
  - From West side of Main Street to Rail Road ROW, 300 feet X variable width.
- 2.7 acres**
- Item 15. **Nightingale Circle Channel:**  
From 330 feet north of pavement 400 feet X 50 feet and edge all of concrete flume.  
**0.46 acres**
- Item 16. **Keller High School Gabions:**
- North side of Johnson Road on and around guardrail, headwall and gabions 100 X 150 feet,
  - South side of Johnson Road on and around guardrail, headwall and gabions 100 feet X  
variable width and 150 feet West around headwall area. **0.64 acres**
- Item 17. **Cross Timbers Road Channel:**
- North side of Johnson Road on and around guardrail, headwall and gabions from road to  
spill way, 300 feet X 100 feet,
  - South side of Johnson Road on and around guardrail headwall and gabions from road to  
beginning of flume, 280 feet X variable width. **2.1 acres**
- Item 18. **Chandler Road Channel:**  
From road East to and across Meadow Knoll Court to fence at North property line of and  
behind 517 Meadow Knoll Ct. 900 feet X variable width. **0.35 acres**
- Item 19. **Unspecified location:**  
Only when directed by City Representative **1.0 acres**

## **Section 2: City Properties**

Mow, trim and edge all areas of contract locations. **Mow bi-weekly.**

- Item 1. **1300 Ottinger Road:**  
Lot at East end of Robin Lane, mow to edge of pavement on both sides, trim trees and brush  
back from edge of pavement 5 feet. **1.4 acres**
- Item 2. **929 Bancroft Road:**  
Property to curb. **1.3 acres**
- Item 3. **651 Keller Parkway, Bourland Lake:**  
All around lake and along upstream drainage to South fence at apartments and to edge of  
pavement on Bourland and Keller Parkway. **4.3 acres**
- Item 4. **Keller-Smithfield Road at Big Bear Creek:**  
Small grassy area East of brick wall on North side of creek East side of road, access from  
West side of road then under bridge. **0.25 acres**

- Item 5. **785 Chisolm Trail**  
 Lot from back of curb, approx. 20ft. north of curb cut, east 145ft., south 240ft. then northwest at an angle approximating continuation of diagonal utility screening wall to wood utility pole, approx. 55ft. south of curb cut. **0.72 acres**

**Section 3: Rights of Way**

Mow, trim and edge all areas of contract locations. **Mow bi-weekly.**

- Item 1. **Johnson Road Right-of-Way:** from North Main Street (U.S. HWY 377) East:
- From 125 feet East of Norma Lane, 650 feet x 7 feet along North side of road from curb to fence including around guard rail and headwall. **0.1 acres**
  - From Blue Stem Avenue East, 175 feet x 10 feet along South side of road from curb out 5 feet beyond sidewalk including around guard rail and headwall. **0.05 acres**
  - From Bourland Rd. East to Bodega Bay Dr., 1,375 feet by 1 foot along North side of road, sidewalk to fence. **0.03 acres**
  - From Johnson Park East property line to Keller High School West Property line, 360 feet by 5 feet along South side of road from curb to fence. **0.04 acres**
  - In ditch in front of 1204 Johnson Rd., 180 X 10 feet **0.04 acres**
  - From Rufe Snow Drive East, 270 feet x 15 feet along South side of road from Curb to wall. **0.09 acres**
- Item 2. **Bancroft Road Right of Way**  
 North side of road only at Hillside Drive 50 feet each way and north 15 feet on Hillside Dr. 50 feet by 15 feet. **0.03 acres**
- Item 3. **Rufe Snow Drive North Right-of-Way:** from Keller Parkway (FM 1709) North to Johnson Road:
- From Johnson Road South along East side of road from curb to fence. 270 feet x 12 feet. **0.07 acres**
  - Adjacent to and around the drainage channel guard rails, safety fence, and headwalls down to water line East side of road, North of CVS Pharmacy. 100 X 6'. **0.01 acres**
- Item 4. **Rufe Snow Drive South Right-of-Way:** from Keller Parkway (FM 1709) South to Bursey Road:
- West side of Rufe Snow Dr. from South side of Big Bear Creek bridge, South to Barbara Ln. adjacent to Park land curb to fence. 160 feet X 10 feet. **0.04 acres**
  - Rapp Road to Shady Grove Rd. on the West side from Rapp Rd to the South edge of the Trail property 720 X 10 feet. **0.35 acres**
- Item 5. **Keller-Smithfield Road South Right-of-Way:** from Village Trail, South to North Tarrant Parkway:
- Ditch at 956, 1020 and 1116 Keller-Smithfield Rd. South. 975 feet by 15 feet. **0.34 acres**
  - South 150' of Village Trail to Shady Grove Road the East side from curb out, 1,350 feet by 20 feet. **0.62 acres**
  - Medians from Village Trail to Shady Grove, **1.1 acres**
  - From approximately 140 feet South of the center of Silverleaf Drive South, 1,200 feet X 10 feet, West side only. **0.3 acres**



- Item 6. **Pate-Orr Road Right-of-Way:** Keller Parkway North to Johnson Road:
- Adjacent to and around the guard rails, safety fence, and headwalls on both sides of the road at the Pate Orr Channel. **0.01 acres**
  - West along North edge of channel 170 feet X 15 feet and East along North edge of channel 800 feet by 10 feet. **Do Not Mow Garden.** **0.25 acres**
  - East side of road behind 210 and 218 Overleaf, 150 feet X 10 feet. **0.03 acres**
  - East side of road from guard rail south to North edge of gas station parking lot, 300 feet x 15 feet. **0.10 acres**
- Item 7. **Bear Creek Parkway Right-of-Way:** From 151 W. Bear Creek Pkwy to Rufe Snow Drive.
- Both sides of road guard rails at Rail Road Crossing 200 feet by 10 feet. **Do not work within Rail Area. WATCH FOR TRAINS.** **0.1 acres**
  - Adjacent to and around the guard rails, safety fence, and headwalls on both sides of the road at **three Big Bear Creek bridges near the park, including slopes down to water.** 75 feet by 10 feet on each side. **0.02 acres**
  - Along the North side of the road from Park North Court East to Apache Trail, from sidewalk to pavement edge. 1,750 feet wide by 10 feet. **0.4 acres**
  - Along the North side of the road from 200 feet West of Anita Avenue to the West property line of Bear Creek Intermediate School, from sidewalk to pavement edge. 640 feet wide by 10 feet. **0.15 acres**
- Item 8. **Rapp Road Right of Way:** Ditch at 417 Rapp Road, 120 feet by 10 feet.  
Including both sides of culvert headwall. **0.03 acres**
- Item 9. **Cindy Street North.**
- Guard Rails at east end of Pearl street, Marsha Street, and Lorine Street. Ditch along north edge of grassy area  
50 feet by 15 feet x 3 **0.06 acres**
- Item 10. **Clay Hibbins Road.**  
Median from Lake Shore Drive north 385 feet. 385 feet by 16 feet. **0.14 acres**  
Guard rail at north end of road. 50 feet by 20 feet. **0.03 acres**
- Item 11. **Judge Bland Road.**  
Ditch on west side of road from about 1204 to 1113 Judge Bland Road.  
850 Feet by 22 feet. Fence to pavement. **0.4 acres**
- Item 12. **Roanoke Road**  
S curve beginning at driveway 2000 Roanoke Rd. north on east side approximately 520 feet by 10 feet. S curve approximately 220 feet by 10 feet. **0.17 acres**
- Item 13. **Unspecified Location:**  
(Note: mowing cycle will be ONLY as needed per city rep)  
**0.5 acres**

## Section 4: Water Sites

Landscape Mow, trim, and weed trim along fences, poles, building, tanks, pipes, etc. **Mow bi-weekly.**

- Item 1.     **Knox Water Tower Site (1481 Knox Rd.)**  
All areas inside fence and right-of-way along Knox Road and Ravenwood Drive.  
Trimming of crepe myrtle bushes along fence line shall be performed quarterly or as needed. Approx. **1.5 acres**
  
- Item 2.     **Keller-Smithfield Water Tower Site (540 Keller Smithfield Rd.)**  
All areas inside water tower site fence, areas along entrance drive, and right-of-way along Keller Smithfield Road. Approx. **1.5 acres**
  
- Item 3.     **Whitley Water Tower Site (1006 Shady Ln. N.)**  
All areas inside fence and right-of-way along the east side of Templemore Drive. Approx. **1.25 acres**
  
- Item 4.     **Pearson Pump Station Site (416 N. Pearson Ln.)**  
All areas inside fence and right-of-way along Pearson Lane. Trimming of crepe myrtle bushes along fence line and photinias on north side of entry driveway shall be performed quarterly or as needed. Approx. **2 acres**
  
- Item 5.     **Marshall Branch East Lift Station Site (2019 Ottinger Rd.)**  
Area inside fence as shown on the location map for this site. See Attachment A. Approx. **0.10 acres**
  
- Item 6.     **Marshall Branch West Lift Station Site (2391 Ravenwood Dr.)**  
Areas inside and outside fence as shown on the location map for this site. See Attachment A. Approx. **0.20 acres**

**RFP SHEET**  
**City of Keller - Public Works Mowing Proposal**

**Contract Mowing**

We, the undersigned have read all of the requirements set forth in this RFP proposal including specifications, instructions, conditions and pertinent information regarding the articles being proposed for, and we agree to furnish these articles at the prices stated below:

**ALL INFORMATION BELOW MUST BE COMPLETE OR THE RFP WILL BE REJECTED.**

<b>Section 1: Drainage Channels (Monthly Mow)</b>					
<u>Item</u>	<u>Locations</u>	<u>Acreage</u>	<u>Price Per Mow</u>	<u>Mow Qty.</u>	<u>Total Price</u>
1	Sarah Brooks Drive Channel	3.00		8	
2	Rapp Road Channel	1.75		8	
3	Little Bear Creek/Ridgewood Estates	7.00		8	
4	Beeding Lane Channel	2.20		8	
5	Creek Terrace Drive Channel	3.50		8	
6	Highland Oaks Crossing Channel/Pond	4.40		8	
7	Chase Oaks Drive Channel	5.60		8	
8	Rufe Snow Drive/Little Bear Creek	0.13		8	
9	Little Bear Creek at Pebble Creek Drive	1.02		8	
10	Little Bear Creek at Willis Lane	0.01		8	
11	Clearwater Lane Channel	0.50		8	
12	Keller Pointe Channel	2.06		8	
13	Anita Avenue Channel	0.63		8	
14	Big Bear Creek at Elm Street/Main Street	2.70		8	
15	Nightingale Circle Channel	0.46		8	
16	Keller High School Gabions	0.64		8	
17	Cross Timbers Road Channel	2.10		8	
18	Chandler Road Channel	0.35		8	
19	Unspecified Location (As needed)	1.00		8	
<b>Drainage Channel Total Acres</b>		39.05			
<b><u>Section 1: Total Annual Price</u></b>					

<b>Section 2: City Owned Properties (Bi-Weekly Mow)</b>						
<u>Item</u>	<u>Locations</u>	<u>Acreage</u>	<u>Price Per Mow</u>	<u>Mow Qty.</u>	<u>Total Price</u>	
1	1300 Ottinger Road	1.40		16		
2	1100 Trail Ridge Drive	1.30		16		
3	651 Keller Parkway/Bourland lake	4.30		16		
4	Keller-Smithfield Road/East of brick wall	0.25		16		
5	785 Chisholm Trail	0.72		16		
<b>City Owned Properties Total Acres</b>		7.97				
<b><u>Section 2: Total Annual Price</u></b>						

<b>Section 3: Right of Way (Bi-Weekly Mow)</b>						
<u>Item</u>	<u>Locations</u>	<u>Acreage</u>	<u>Price Per Mow</u>	<u>Mow Qty.</u>	<u>Total Price</u>	
1	Johnson Road, East of Main Street	0.35		16		
2	Bancroft Road, at Hillside Drive	0.03		16		
3	Rufe Snow Drive, North of Keller Parkway	0.08		16		
4	Rufe Snow Drive, South of Keller Parkway	0.39		16		
5	Keller-Smithfield Road, South of Village Lane	2.36		16		
6	Pate Orr Road, North of Keller Parkway	0.39		16		
7	Bear Creek Parkway	0.67		16		
8	Rapp Road	0.03		16		
9	Cindy Street	0.05		16		
10	Clay Hibbins Road Right of Way	0.17		16		
11	Judge Bland Road	0.40		16		
12	Roanoke Road Right of Way	0.17		16		
13	Unspecified Location (As needed)	0.50		16		
<b>Right of Way Total Acres</b>		5.59				
<b><u>Section 3: Total Annual Price</u></b>						

<b>Section 4: Water Sites (Bi-Weekly Mow)</b>					
<u>Item</u>	<u>Locations</u>	<u>Acreage</u>	<u>Price Per Mow</u>	<u>Mow Qty.</u>	<u>Total Price</u>
1	Knox Water Tower Site	1.50		16	
2	Keller-Smithfield Water Tower Site	1.50		16	
3	Whitley Water Tower Site	1.25		16	
4	Pearson Pump Station Site	2.00		16	
5	Marshall Branch East Lift Station Site	0.10		16	
6	Marshall Branch West Lift Station Site	0.20		16	
<b>Water Sites Total Acres</b>		6.55			
<b><u>Section 4: Total Annual Price</u></b>					

**Total Annual Cost – Public Works Mowing:**

**\$ \_\_\_\_\_ (dollars)**

## INSTRUCTIONS TO BIDDERS

**Terminology.** Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any Bidder for the products/services being requested (e.g., Bidder, Proposer); or the Bidder who has been awarded a BID/RFP or contract (e.g., Contractor, Vendor).

### 1. RFP INSTRUCTIONS

- A. Completed RFPs will be received until 2:00 p.m., Tuesday, April 26, 2022, at the Town Hall Receptionist's Desk OR Finance Department, 1100 Bear Creek Parkway, Keller, Texas, 76248. RFP responses received after the closing time and date will be returned unopened to the Contractor. RFPs will then be promptly opened and read aloud.
- B. The City WILL NOT ACCEPT an RFP response or alterations to an RFP response via Fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No RFP responses received via Fax or e-mail will be considered under any circumstances.
- C. The City will not release any information of Vendor's who have received the RFP Specifications until such RFPs have been opened and read aloud.
- D. A **recommended pre-proposal conference** will be conducted Wednesday, April 20, 2022 at 10:00 a.m. at the City of Keller Municipal Service Center, 151 Bear Creek Pkwy West, Keller, TX 76248. The conference and tour is to respond to any questions of the Bidders and for the Bidder to become familiar with the locations and site specific conditions that may affect cost, progress, performance of work.

### 2. SIGNATURES

All RFP responses must be signed by an authorized representative of the Contractor. Unsigned RFP responses will not be considered under any circumstances. Signatures on all RFP responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for RFP and RFP Specifications, unless stated otherwise in writing by Contractor under "Deviations."

### 3. DEVIATIONS BETWEEN RFP SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all RFP specifications

and operational requirements. Should the products/services fail to meet the specifications as required in the RFP, Contractor agrees that the City may elect to do one of the following:

- A. Reject the RFP and void the purchase as to any and all RFP items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

#### 4. **RFP AWARD/EVALUATION CRITERIA**

- A. The City reserves the right to reject any or all RFPs, in whole or in part; to waive any informality in any RFP; and to accept the RFP which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award RFPs by item, combination or groups of items, or total RFP. **Vendors submitting on an "All or None" basis must so indicate on the RFP.**
- B. The RFP award shall be based on, but not necessarily limited to, the following factors:
  - a) total price
  - b) special needs and requirements of the City
  - c) results of reference checks
  - d) Contractor's past performance with the City
  - e) City's evaluation of Contractor's ability to perform
- C. RFPs do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.
- D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The Bidder may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The Bidder may also be required to give a past history and in order to satisfy the City of Keller in regard to the Bidder's qualifications. The City of Keller reserves the right to reject any RFP if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City of Keller that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's qualifications shall include:
  - 1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
  - 2. The ability of the Bidder to perform the work promptly or within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and
  4. The quality of performance on previous contracts or work.
- E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.
- F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a RFP. Such expenses shall be borne exclusively by the Bidder.

## 5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Karla Parker, Purchasing Agent (817) 743-4030. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the RFP request to be acceptable to all Contractors in all respects.

## 6. **EXCEPTIONS/ALTERNATES TO RFP**

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the RFP, guaranteeing authenticity. Any exceptions or alternates to the RFP are to be clearly indicated on the page entitled, **“EXCEPTIONS/ALTERNATES TO RFP”** Any exceptions/alternate from specifications and alternate RFP must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to RFP may or may not be considered by the City.

Changes prior to opening of RFP must be submitted before the opening deadline. Changes must be noted on the outside of the RFP envelope as follows: **“Changes to RFP #22-017”**

## 7. **RFP WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Invitation to RFP for any reason or to reject any and all RFPs, or parts of all or any specific RFP or RFPs. The City further reserves the right to accept part or all of any specific RFP or RFPs, or any combination of RFPs, and to accept any RFP or RFPs with or without trade-in.

After opening, Bidders shall not be allowed to withdraw their RFPs unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the RFP. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its RFP, the Bidder shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract.



No partial withdrawals are permitted. Prior to opening, Bidders may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

8. **LATE RFPS**

RFPs received after the official RFP opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the RFP. It is the policy of the City that late RFPs will be returned to the sender unopened provided there is a return address on the envelope. However, if a late RFP is opened in the mail room by City staff in error, or the RFP invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late RFP be considered, even if opened. **Contractor is solely responsible for insuring that RFPs are received by the City on or before the RFP due date and time.**

9. **PRICES HELD FIRM**

- A. All prices shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.
- B. Each RFP shall be valid for one hundred twenty (120) calendar days after the opening date of the RFP and shall constitute an irrevocable offer to the City of Keller for the 120-calendar day period. The 120-calendar day period may be extended by mutual agreement of the parties.

10. **PRICE DECLINE**

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

11. **QUANTITIES**

- A. To assist in establishing a total RFP amount for RFP tabulation purposes, estimated quantities may have been listed in the specifications, or on the RFP tabulation form for each item. Bidder acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.
- B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

12. **UNIT PRICES AND EXTENSIONS**

If unit prices and their extensions do not coincide, the City will accept the RFP price(s) resulting in the lesser amount(s).

**13. PACKING, CRATING AND CARTAGE**

- A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.
- B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:
  - 1) name and address of vendor
  - 2) name of receiving department
  - 3) job site or delivery location
  - 4) complete description of material(s) shipped, including quantity
  - 5) purchase order number (if applicable)

**14. DESTINATION CHARGES**

All products offered shall be RFP F.O.B., final destination (e.g., City of Keller), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.

**15. TITLE/RISK OF LOSS**

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

**16. DELIVERY DATE(S) AND LOCATION**

The maximum number of days to deliver the product/service after receipt of the City's order shall be 7 days. This date may determine the award. Should contractor be unable to deliver the product/service by the deadline, a \$50 fee for delay per day will be assessed beginning on the first day following the promised delivery date of the product/service.

**17. IDENTICAL RFPS**

In the event of two or more identical low RFPS, the RFP will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

**18. WARRANTY**

Guarantees and warranties, when required, should be included as a part of the RFP as they may be a consideration in awarding the RFP.

## 19. TERMINATION OF AGREEMENT

- A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.
- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
  - 1) take possession of the assigned premises and any fees accrued or becoming due to date.
  - 2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.
- C. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.
- D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this RFP, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

## 20. ASSIGNMENT OF CONTRACT

The Contractor's rights and duties awarded by the agreement **shall not be assigned to another without written consent of the City**, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

## 21. RFP AMBIGUITY

Any ambiguity in the RFP resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of RFP shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of RFP specifications and RFP instructions.**

**For clarification of these specifications, call Kelly Howell, Street Superintendent, at (817) 743-4211.**

## 22. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract if the City adds buildings or otherwise makes other permanent improvements on property being maintained under this contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to add to this contract any additional acquired space, new property, or deemed necessary space to this service contract. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

## 23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/RFP amount will not be processed until signed change order(s) are submitted to the Finance Department.**

## 24. MODIFICATIONS, AMENDMENTS AND ADDENDA

The City shall have the right to modify the RFP specifications, instructions, and terms and conditions prior to the RFP submission deadline. The City will endeavor to notify all potential Bidders that have received a copy of the RFP specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Fort Worth Star Telegram* in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such

notice of modification or addenda on the City's Internet web site at *www.cityofkeller.com*. It is the Bidder's responsibility to contact the City of Keller to obtain the addenda information.

**25. PATENT INDEMNITY**

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

**26. GRATUITIES/GIFTS**

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

**27. RESPONSE FORM(S) TO BE USED**

The RFP quote must be submitted on the form(s) provided in the RFP package in compliance with all conditions listed thereon, unless otherwise specified in the RFP specifications. RFPs may be rejected if they show any omission, alterations, conditional clauses, or irregularities. In the event you elect not to RFP on this requirement, please fill out and return the attached "NO RFP" response form.

**28. SPECIAL TOOLS**

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor's expense.

**29. OPERATIONAL MANUALS**

If requested by the City, Contractor shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the products and/or services quoted.

**30. SAFETY DATA SHEETS (SDS)**

If required, RFP shall include an SDS for each product quoted, if applicable.

### 31. EMPLOYEE TRAINING

The Contractor shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item(s) purchased. This instruction and training shall be provided to the City at Contractor's expense.

### 32. ORDERS AND PAYMENT TERMS

A. All RFPs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of RFP. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. RFPs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller  
ATTN.: Accounts Payable  
P.O. Box 770  
Keller, Texas 76244

C. The City operates on a fiscal year that ends September 30<sup>th</sup>. All invoices including work/services through September 30<sup>th</sup> must be submitted by October 31<sup>st</sup>. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.

D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U S Post Office or by wire transfer.

### 33. **USE OF PURCHASING CARDS**

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

### 34. **NEGOTIATION**

Any attempt to negotiate or provide information on the contents of this RFP with the City or its representatives prior to RFP award shall be grounds for disqualification of the RFP.

### 35. **PRICE FIXING**

In submitting a RFP response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed RFP.

### 36. **REFERENCES**

Contractor must provide a minimum of (3) verifiable references where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

### 37. **CONFIDENTIALITY OF DOCUMENTS**

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed RFPs and are not open for public inspection.

After RFP opening, except for RFP amounts, names, and addresses of contractors, all other RFP documents and information will be deemed confidential during the evaluation process until formal action to award the RFP or reject all RFPs has been taken by the City Council. Following award of the RFP or rejection of all RFPs by the City Council, all RFPs shall then become public documents, available for public view upon written request. Copies of RFPs may then be requested by interested contractors, citizens, or City officials.

### 38. **CONTACTS WITH CITY EMPLOYEES AND OFFICERS**

In order to ensure fair and objective evaluation of RFPs, all questions related to this RFP should be addressed only to the person(s) so named herein or in the RFP Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees, or any appointed or elected officials without prior written consent will risk elimination of the RFP from further consideration.

39. **EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION**

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediate collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

40. **IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT**

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

41. **EMPLOYEE SAFETY**

Contractor must provide and enforce the use of appropriate safety equipment.

42. **SUBSTANCE ABUSE**

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

43. **CRIMINAL HISTORY BACKGROUND CHECK**

Prior to each employee commencing work, Contractor must conduct a criminal history check acceptable to the City, and forward all reports to an authorized City representative.

44. **CUSTOMER RELATIONS**

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.



**45. SALES TAXES**

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a "tax exempt number." The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each RFP submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each RFP. The City cannot determine for the Bidder whether or not the item(s) requested in the RFP are taxable to the City. The Bidder, through the Bidder's attorney or tax consultant, must make such determination. Bills submitted for taxes after the RFPs are awarded will not be honored.

**46. TAXES, PERMITS, LICENSES**

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, PO Box 770, Keller, TX 76244 within (10) days of notification.

**47. ANNUAL CONTRACT FUNDING**

The City operates on a fiscal year that ends on September 30<sup>th</sup>. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this RFP/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

**48. COOPERATIVE PURCHASING**

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The Bidder may be asked to provide products/services, based upon the RFP price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful Bidder as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as Bidder/vendor, agree that all terms, conditions, specifications, and pricing would apply.

\_\_\_\_\_ Yes                                  \_\_\_\_\_ No                                  \_\_\_\_\_ Initial

**\*\*Non-response to the Cooperative Purchasing Section will indicate the Bidder does not wish to participate with other governmental entities.**

49. **BRAND NAMES**

If items for which RFPs have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. RFPs offering “equal” products will be considered for award if such products are clearly identified in the RFPs and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the Bidder clearly indicates in their RFP that they are offering an “equal product”, their RFP shall be considered as offering a brand name product referenced herein or in the RFP specifications.**

50. **CONTRACT CLAUSE**

All Bidders understand and agree that the Bidder’s response to this RFP invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded or amended only if replaced with a more extensive contract that is agreed to by both parties.

51. **CONTRACT ADMINISTRATION**

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor’s expense. Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Bidder shall not handle any complaints or request from citizens. Any citizens’ concerns should be directed to the City Manager, his designee, or the appropriate City Department.

52. **FAILURE TO ENFORCE**

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

53. **INDEPENDENT CONTRACTOR**

The Bidder who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

54. **QUALITY OF SUPPLIES/COMPONENTS**

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/RFP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

55. **INSURANCE REQUIREMENTS**

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

56. **CERTIFICATES OF INSURANCE**

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

**57. COMPREHENSIVE GENERAL LIABILITY**

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Keller and Keller Town Center Property Owner Association or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person  
\$1,000,000 per occurrence

**58. COMPREHENSIVE AUTOMOBILE LIABILITY**

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person  
\$1,000,000 per occurrence

**59. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

The contractor shall provide all workers' compensation insurance for its employees as required by law.

**60. INDEMNIFICATION**

For consideration included in the RFP price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller and Keller Town Center Property Owners Association against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's

request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller and Keller Town Center Property Owners Association, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

#### 61. **WAIVER OF SUBROGATION**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller and the Keller Town Center Property Owners Association, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

#### 62. **BONDS**

**Bid Bond.** Unless specified otherwise in RFP specifications, all RFPs shall be accompanied by a bid bond acceptable to the City in the amount of \$1,500. **The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank.** All bid bonds will be returned to Bidder within ten days from award of contract.

**Payment Bond.** No contract shall be effective until the following payment bond is furnished:

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

**Bond Requirements:** RFPs under \$50,000.00 will require no bonds. RFPs in excess of \$50,000.00 but less than \$100,000.00 will require RFP and payment bonds.

#### 63. **DEBARMENT**

By submitting a RFP, the Bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

#### 64. **BANKRUPTCY**

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is

appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

**65. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY**

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

**66. PRE-ESTABLISHED CONTRACTS**

The City has access to “Pre-Established Contracts” such as US Communities, State Contracts and Local Buying Agreements. The City will evaluate the RFP amount with what is offered through these contracts and determine which is the most advantageous to the City.

**67. GOVERNING LAW**

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

**68. CONFLICT OF INTEREST QUESTIONNAIRE**

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a “conflict of interest” questionnaire (attached). Please complete the attached questionnaire and return with the RFP specifications. Additional information regarding this requirement may be obtained at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

H.B. 491 changed Section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

**69. FORCE MAJEURE**

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Proposal and subsequent Agreement for failure or delay in fulfilling or performing any obligation under the Agreement when such failure or delay

is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

## **SPECIAL TERMS AND CONDITIONS**

### **CONTRACT TERMS**

The contract period will begin the date of award if subsequent thereto, through a one (1) year period. At City of Keller's option and approval by the Contractor, the contract may be renewed for four (4) additional one (1) year periods, as further explained in Renewal Options, at prices to be proposed by the Contractor. **The Contractor shall submit the renewal proposal with price changes and justification to the Purchasing Agent at least sixty (60) days before the expiration of the current agreement. Renewal shall be at the sole discretion of the City of Keller.**

### **RENEWAL OPTIONS**

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Payment Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new RFP solicitation.

If the primary contractor elects not to exercise the option(s) to renew for four (4) additional one (1) year periods, as outlined above, the next low contractor for that section will be offered the opportunity to accept the award at prices and discounts given in the original RFP submitted or with justified market-adjusted pricing, proposed by that contractor. If both the primary contractor and the next low contractor for any section elect not to renew or accept award of the contract, the contract will be re-proposed. The City of Keller reserves the right to re-propose the entire contract.

### **MID-CONTRACT PRICE ADJUSTMENTS**

Proposed prices shall remain firm as out outlined in Section 9, Instructions to Proposer, unless:

- A. Measurable and justifiable supply/demand market disruptions impact the availability, pricing, quantity or quality of goods, materials and/or equipment.
- B. Measurable and justifiable market disruptions impact the availability, pricing, quantity or quality of labor.



**USE THIS FORM ONLY  
EQUIPMENT LISTING TO BE  
USED FOR GROUNDS MAINTENANCE CONTRACT  
CITY OF KELLER, TEXAS**

	ITEM	YEAR
MODEL/MAKE		
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**\*\*\* THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED \*\*\***

**CITY OF KELLER  
INSURANCE REQUIREMENT AFFIDAVIT**

To be Completed by Appropriate Insurance Agent/Broker

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this RFP document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded the agreement with the City of Keller, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this RFP/proposal.

\_\_\_\_\_

Agent signature Printed name

Name of Agent/Broker: \_\_\_\_\_

Address of Agent/Broker: \_\_\_\_\_

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

Agent/Broker Telephone Number: (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

VENDORS NAME: \_\_\_\_\_

**NOTE TO AGENT/BROKER**

If this requirement is not met, the City reserves the right to reject this RFP/proposal and place the award with another. If you have any questions concerning these requirements, please contact the Purchasing Technician for the City of Keller at (817) 743-4030.

**\*\*\* THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED \*\*\***

**STATEMENT OF NO RFP**

**Public Works Mowing –Channels, City Properties, Rights of Way, and Water Sites**

**RFP # 22-017**

If Bidder is not proposing on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244.

**Name of Firm:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**The above has declined to submit a RFP response for the following reason(s):  
(Please check one or all that apply)**

\_\_\_\_ **Specification too “restrictive”, i.e., goods offered by our company do not meet stated specifications.**

\_\_\_\_ **Specifications unclear (please explain).**

\_\_\_\_ **We do not offer this commodity and/or service or an equivalent.**

\_\_\_\_ **Insufficient time to respond to the RFP.**

\_\_\_\_ **Our schedule would not permit us to perform.**

**Remarks:**

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

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of RFPing procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program  
Texas Building & Procurement Commission  
P O Box 13047  
Austin, TX 78711-3047  
(512) 463-5872

OR

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB24  
Arlington, TX 76011  
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

INDICATE ALL THAT APPLY:

\_\_\_\_\_ **Minority-Owned Business Enterprise**

\_\_\_\_\_ **Women-Owned Business Enterprise**

\_\_\_\_\_ **Disadvantaged Business Enterprise**

**REFERENCES  
ATTACHMENT I**

1. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Contact \_\_\_\_\_
  
2. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Contact \_\_\_\_\_
  
3. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Contact \_\_\_\_\_

**\*\*THIS PAGE MUST ACCOMPANY THE RFP OR RFP MAY BE REJECTED\*\***

**House Bill 89 VERIFICATION**

I, \_\_\_\_\_ (Person name), the undersigned representative of \_\_\_\_\_ (Company or Business name)

\_\_\_\_\_ (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Keller, Texas.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

**\*\*THIS PAGE MUST ACCOMPANY THE RFP OR RFP WILL BE REJECTED\*\***

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**\*\*THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED\*\***