

CITY OF BEDFORD



REQUEST FOR BIDS

The City of Bedford is soliciting sealed bids for the Chemical Application of Parks and Municipal Facilities.

The bid for services will be from, October 1, 2016 thru September 30, 2017. All extensions of the contract will be from October 1, thru September 30 of the following year and all proceeding years.

The successful Bidder shall agree to provide the City with the specific equipment and service as outlined in the Bid Specifications

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

Subject: Chemical Application of Parks & Municipal Facilities

Bid Reference Number: CA-03-16

Bid Closing Time: March 29, 2016 at 10:30 a.m.

Location: City of Bedford
City Hall Council Chambers
2000 Forest Ridge Drive,
Bedford, Texas 76021

For Convenience at Bid Opening, Enter Quote on this Cover Page and Include in Sealed Response Envelope (**Do Not Place Quoted Prices on the Outside of the Envelope**):

Total Cost: \$ _____

TABLE OF CONTENTS

Scope and Intent.....	1
Bidders Check List.....	4
Instructions to Bidders.....	5
Bonds, Insurance, and Indemnity.....	10
General Provisions.....	11
Specifications.....	14
Cost Breakdown.....	16
Special Provisions.....	19
Vendor Compliance.....	20
References, Attachment I	22
Insurance Requirements, Attachment II & III.....	24
Affirmation of Bid.....	31
Standard Form of Agreement.....	32
Property Damage Report.....	35
Addendum.....	36
Notice to Proceed.....	37
Texas Ethics Commission Form 1295.....	38

Bidders Check List

- Page 4** **Instructions to Bidders**
- Page 10** **Bonds ,Insurance & Indemnity**
- Page 11** **General Provisions**
- Page 14** **Specifications**
- Page 16** **Cost Breakdown**
- Page 19** **Special Provisions**
- Page 20** **Vendor Compliance**
- Page 22** **References, Attachment I**
- Page 24** **Insurance Requirements, Attachment II & III**
- Page 31** **Affirmation of Bid**
- Page 32** **Standard Form of Agreement**
- Page 35** **Property Damage Report**
- Page 36** **Addendum**
- Page 37** **Notice to Proceed**
- Page 49** **Texas Ethics Commission Form 1295**

INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION ADDRESS AND DEADLINE

Completed bids will be received in the **Office of the City Secretary at 2000 Forest Ridge Drive, Building A, Bedford, Texas 76021** until the bid submission deadline 10:30 am on March 29, 2016 as stated on the cover page. Bid responses received after the closing time and date will be returned to the sender unopened. Bids will be opened and read promptly at 10:30 am on March 29, 2016 at the City of Bedford Council Chambers at 2000 Forest Ridge Drive, Bedford, Texas 76021.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

3. DEVIATIONS BETWEEN BID 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 bid specifications and operational requirements. Should the commodity fail to meet the specifications of the bid, the successful Bidder agrees that the City may elect to do any of one of the following:

A. Reject the bid and void the purchase as to any and all items so bid.

B. Require specific performance by the successful Bidder at no additional cost to the City

4. SAMPLES

Samples of items, when required, must be furnished free, and, if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.

5. ALTERING BIDS

Bids cannot be altered, amended or withdrawn by the Bidder after the bid-opening deadline. Any interlineation, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

6. BID WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in. The City reserves the right to waive informalities in bidding.

- 7. LATE BIDS**
The City of Bedford is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.
- 8. PRICES HELD FIRM**
All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the City or Bidder.
- 9. EXCESS OR INCORRECT COMMODITIES**
Materials delivered in error or in excess of the quantity ordered may, at the Purchaser's option, be returned at the Bidder's expense.
- 10. PACKING, CRATING AND CARTAGE**
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 deliver or set-up of the commodity purchased shall be removed and properly disposed of by the successful Bidder.
- 11. DESTINATION CHARGES**
All products offered shall be bid F.O.B., final destination, as designated, with all delivery charges to be prepaid by the successful Bidder. The City does not accept C.O.D. or collect shipments.
- 12. 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.
- 13. IDENTICAL BIDS**
In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, and Section 271.901 of Vernon's Texas Codes Annotated.
- 14. DELIVERY DATE AND LOCATION**
The Bidder shall provide in the "Authority to Quote" section the maximum number of days to deliver the product after receipt of the City's order. This date may determine the award. If the successful Bidder accepts the City's order, but does not deliver in the promised time, fees for delay may be assessed beginning on the first day following the promised delivery date.
- 15. DEVIATION FROM SPECIFICATIONS**
Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not, be considered by the City.

16. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.

17. WARRANTY

Guarantees and warranties should be attached as a part of the bid as they may be a consideration in making the award.

18. TERMINATION OF AGREEMENT

The City reserves the right to terminate this agreement with ten- (10) day's written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

19. PRICE DECLINE

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

20. ASSIGNMENT

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

21. BID AMBIGUITY

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

22. SELECTION OF BIDDER

The City reserves the right to select a bid based on previous or current performance of other similar projects by the bidder. If the City has documented poor performance or if quality of the finished product was sub-standard, the City at anytime may reject that bidder's submittal.

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 the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

24. MODIFICATIONS AND AMENDMENTS

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

25. LIENS

The successful Bidder agrees to and shall indemnify and save harmless the City 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.

26. PATENT INDEMNITY

The successful Bidder 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 successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgements, and damages which the City may have to pay or incur.

27. GRATUITIES/BRIBES

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder 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 successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

28. RESPONSE FORM TO BE USED

The bid quote must be submitted on the form provided.

29. SPECIAL TOOLS

In the event that special tools are required for routine maintenance or to provide access to compartment areas, the successful Bidder shall furnish these tools at no cost to the City.

30. OPERATIONAL MANUALS

If requested by the City, the Bidder shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the product quoted.

31. MATERIAL SAFETY DATA SHEETS (MSDS)

Each bid shall include a MSDS for the product quoted, if applicable.

32. EMPLOYEE TRAINING

The successful Bidder shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item purchased. This instruction shall be at no additional cost to the City.

33. PAYMENT

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price. All prices quoted shall include all charges, including delivery and set-up fees.

34. BRAND or Manufacturer's REFERENCE

The City of Bedford has no specific preference to a brand name or manufacturer for the product specified providing that it meets or exceeds the quality defined in "Specifications".

35. REFERENCES

Each Bidder is to provide a minimum of Three (3) verifiable references in which the Bidder has used this or a similar product. List the references on Attachment I.

36. AWARD OF BID:

The City reserves the right to select the bidder that most represents the best value to the interests of the City of Bedford. In that regard, the City's evaluation of each bid shall include not only the dollar amount of each bid, but will also include an assessment of each bidder's capacity to perform. In this regard, the City shall evaluate prior work performance through the checking of references, and an evaluation of the equipment and manpower information provided by the bidder in the submittal bid.

After taking all of the above factors into consideration, the City reserves the right to take one of the following actions:

- Reject any and all bids
- Award portions of the contract to more than one Contractor
- Award the entire contract to the lowest responsible bidder.

37. SPECIFICATION CLARIFICATION

For clarification of these specifications, call Don Henderson, Parks Superintendent, at (817) 952-2308.

BONDS, INSURANCE and INDEMNITY

PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

The successful bidder must furnish a performance bond with the appropriate "powers of attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City.

INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used in the delivery of the item(s) purchased by the City.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

GENERAL PROVISIONS

INTENT:

The desire and intent of the chemical applications is to reduce the weed population, improve the appearance, and provide safer playing surfaces for all parks and municipal facilities.

ALTERNATE BIDS

Alternate Bid # 1:

This alternate bid will be a bid to apply to the facilities and medians only. Cost of adding 2 summer granular slow-release 50% sulfur coated ruesa fertilizer to be provided during growing season.

Alternate bid 1. Total cost _____

Alternate Bid # 2:

This alternate bid will be a bid to apply to the Boys Ranch Park only. Cost of adding 2 summer granular slow-release 50% sulfur coated ruesa fertilizer to be provided during growing

Alternate bid 2. Total cost _____

Purpose:

These alternate bids, if approved, would help to enhance the appearance the City of Bedford. This is an attempt to promote a more esthetically pleasing city.

NOTE: These alternate bids should be kept separate and **NOT** included in the total contract bid amount.

CONTACT:

Any questions regarding these specifications may be directed to Don Henderson, Park Superintendent (817) 952-2308, Monday through Friday between the hours of 8:00AM and 4:00PM.

GENERAL PROVISIONS:

By accepting the contract, the successful Contractor warrants that he is familiar with and understands all provisions herein and warrants that he will comply with these provisions.

It is understood that the quantities of work shown in the schedule of bid items and work to be performed are approximate only and are subject to increase or decrease and the undersigned bidder offers to do the work at the unit price as stated in the schedule of bid items.

The undersigned further agrees that the unit prices quoted include all items of work required as necessary for the accomplishment of the projected work and these items include all work indicated in the Specifications for which no specific pay items have been established.

CONTRACT PERIOD:

The term of this contract shall be from the date of City Council award, to September 30, 2017 and shall be comprised of only the number of application cycles for the months under contract, as specified elsewhere in this Contract. Prices shall be bid for the original Contract period only.

This contract can be renewed for three successive full year periods, each beginning on October 1 of succeeding years, without requiring that the Contract be re-bid, providing that each yearly renewal shall be based on:

- (a) Acceptance by the City of Bedford that the Contractor's performance during the current contract period was acceptable, or can be improved to an acceptable level, and
- (b) Contractor requested increases in contract cost are reasonable and acceptable to the City of Bedford.

After completion of the initial term of this contract, the Contractor shall submit a renewal proposal with a proposed pricing structure including all or no price changes and justification to the City, no later than April 1st for the next year of service. Proposed increases in contract costs shall not be expected to exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical area for the previous twelve-month period. Renewal shall be at the sole discretion of the City of Bedford.

Chemical Application

GENERAL

The application of the Chemicals to the targeted pest will be the sole responsibility of the Company chosen by the City of Bedford.

Each of the sites will be fertilized three (3) times during the contract period. One time in the fall, one time in the spring and one time in the summer.

- A. The first two fertilization applications may be liquid.
- B. The summer fertilization must be slow release.

Pre / Post Emergent will be timed so each application is during the most effective period.

Grassy Weed will be applied to all areas in demand for treatment in accordance to label rates.

The company will provide all postings of sites to be sprayed at least 48 hrs. in advance no matter what chemical is to be applied. This posting will be in accordance as to the Structural Pest Boards or Texas Department of Agriculture guidelines as to postings.

The company will be responsible for cleanup of spills and any over spray that may occur during or after the application.

If the application of chemicals does not produce total or just spotty results, the company will be required to re-apply the chemical at no charge to the city. After review by representative of the City of Bedford and Applicator and both parties are satisfied with the results payment will be made.

The Parks Superintendent will approve application dates at least two weeks in advance. The Parks Superintendent will approve any changes necessary due to activity schedules or weather.

The City of Bedford will receive a copy of all MSDS sheets of all chemicals that are applied. This will occur before each application at the time of posting.

The City of Bedford Parks Department will approve all chemicals.

The City of Bedford may increase or decrease the total amount of applications at any of the sites. These changes will be billed separately from the original contract.

SPECIFICATIONS

OZONE ALERT DAYS:

During Ozone Alert Days, the Contractor must refrain from any chemical application before the hour of 10:00 a.m. Ozone alert flags will be flown at various City buildings the evening prior to and the day of the Ozone Alert. It shall be the full responsibility of the Contractor to recognize these days and comply with application times.

SAFETY VEST:

Contractor's personnel working in medians and on roadways shall wear safety orange garments (such as a vest). Care shall be taken to avoid conflicts with oncoming traffic.

VERIFICATION OF WORK:

It shall be the responsibility of the Parks Superintendent to guarantee the execution of the contract in accordance with the terms and conditions of these specifications. He may appoint a designee who shall be responsible for the inspection and monitoring of the work performed by the contractor.

DEFAULT:

It is essential to complete all Applications within the time frame identified in the Contract. In the event these areas are not completed, the Contractor shall correct all failure to perform areas within 48 hours, weather permitting, of notification by the City. In the event the Contractor fails to correct these areas, the City reserves all rights according to law including the right to terminate the Contract.

RESPONSIBILITY FOR CITY PROPERTY DAMAGES:

The Contractor will be responsible for any damage done to desirable plant material or other property during the chemical application operation. The Contractor will be responsible for the replacement of all trees, shrubs, ground covers, light post, and irrigation equipment destroyed during the chemical application operation. The Contractor must report any property damage to the City representative immediately.

CONTRACTOR QUALIFICATIONS:

Contractors submitting bids certify to the City that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the starting date of the initial contract period.

The Contractor shall be required to keep sufficient equipment and labor on hand to do a complete or special application of the areas specified by contract, ***as often as may be specified, should the growing season demand.***

APPLICATION RECORDS

All spray records must be maintained, with copies furnished to the Parks Superintendent, upon completion of any application. These records shall include all information in accordance to the SPCB or TDA. The records shall be inclusive of:

1. Chemical applied.
2. Liquid-Granular
3. Amount of chemical applied.
4. Mixture rates.
5. Sq. Ft. sprayed.
6. Area where applied.

CHEMICAL APPLICATION SCHEDULES/PAYMENT FOR SERVICES:

Additional chemical applications will be invoiced separately and will be paid within thirty (30) days of receipt by the City.

The City of Bedford reserves the right to delete or decrease a chemical application or frequency of areas to be treated in the contract without penalty. The deletion or decrease in an application shall be shown in the billing for that site. In addition, the City reserves the right to request additional applications of additional areas at the Per. / App. rate outlined in the Proposal.

DEFAULT OF CONTRACT:

Should City Representatives determine the Contractor in breach of contract due to non-performance of scheduled applications, the Contractor shall have 24 hours from receipt of written notice to man the job and perform as specified. Failure to meet these requirements shall give the City the option to utilize another Contractor for the chemical applications at their application rate. The cost differential between Contractor's price and the alternate's per. / APP. rate shall be deducted from any compensation owed the Contractor.

CANCELLATION OF CONTRACT:

Either the City or the Contractor may terminate this contract with a ten- (10) day written notice.

GENERAL CONDITIONS OF CANCELLATION:

The Contractor will function under the direction of the Parks Superintendent or his representative who will determine the locations of the chemical applications. Unsatisfactory results will not be compensated for under any condition, when results have improved compensation will be considered. The City Representative shall have the final determination on all work.

COST BREAKDOWN

APPLICATION SCHEDULE

September / October	Fall	Pre/Post Emergent & Fertilization
March / April	Spring	Pre/Post Emergent & Fertilization
May / July	Summer	Grassy Weed/Fertilization
July / August	Summer	Grassy Weed

M-54 A

BOYS RANCH 1,230,000 SF.
Post / Pre. / Fert. - Per. App. \$ _____
Post/ Per. / Fert. - Per. App. \$ _____
Grassy Weed / Fert - Per. App. \$ _____
Grassy Weed - Per App. \$ _____

M-54 B

MEADOW PARK 466,000 SF.
Post / Pre. / Fert. - Per. App. \$ _____
Post / Pre. / Fert. - Per. App. \$ _____
Grassy Weed/ Fert - Per.App. \$ _____
Grassy Weed - Per. App. \$ _____

M-55 A-E

STORMIE JONES 333,300 SF.
Post / Pre. / Fert. - Per. App. \$ _____
Post/ Per. / Fert. - Per. App. \$ _____
Grassy Weed / Fert - Per. App. \$ _____
Grassy Weed - Per App. \$ _____

M-54 K

CENTRAL PARK 156,600 SF.
Post / Pre. / Fert. - Per. App. \$ _____
Post / Pre. / Fert. - Per. App. \$ _____
Grassy Weed/ Fert - Per.App. \$ _____
Grassy Weed - Per. App. \$ _____

M-54-E

CITY HALL 150,000 SF.
Post / Pre. / Fert. - Per. App. \$ _____
Post/ Per. / Fert. - Per. App. \$ _____
Grassy Weed / Fert - Per. App. \$ _____
Grassy Weed - Per App. \$ _____

M-53-C-D, 54-A-B-C-D ,55-A

HARWOOD MEDIANS 220,420 SF.
Post / Pre. / Fert. - Per. App. \$ _____
Post / Pre. / Fert. - Per. App. \$ _____
Grassy Weed/ Fert - Per.App. \$ _____
Grassy Weed - Per. App. \$ _____

M-54-E

BEDFORD PUBLIC LIBRARY 57,990SF.

Post / Pre. / Fert. - Per. App. \$_____

Post/ Per. / Fert. - Per. App. \$_____

Grassy Weed / Fert - Per. App. \$_____

Grassy Weed - Per App. \$_____

M-54-E

OLD BEDFORD SCHOOL 218,585 SF.

Post / Pre. / Fert. - Per. App. \$_____

Post / Pre. / Fert. - Per. App. \$_____

Grassy Weed/ Fert - Per.App. \$_____

Grassy Weed - Per. App. \$_____

M-40-X, 54-B-F-K-P

CENTRAL DRIVE MEDIANS 32,235 SF.

Post / Pre. / Fert. - Per. App. \$_____

Post/ Per. / Fert. - Per. App. \$_____

Grassy Weed / Fert - Per. App. \$_____

Grassy Weed - Per App. \$_____

M-54-E

FIRE STATION #1 13,054 SF.

Post / Pre. / Fert. - Per. App. \$_____

Post / Pre. / Fert. - Per. App. \$_____

Grassy Weed/ Fert - Per.App. \$_____

Grassy Weed - Per. App. \$_____

M-40-V

FIRE STATION # 2 57,312 SF.

Post / Pre. / Fert. - Per. App. \$_____

Post/ Per. / Fert. - Per. App. \$_____

Grassy Weed / Fert - Per. App. \$_____

Grassy Weed - Per App. \$_____

M-53-L

FIRE STATION # 3 96,000 SF.

Post / Pre. / Fert. - Per. App. \$_____

Post / Pre. / Fert. - Per. App. \$_____

Grassy Weed/ Fert - Per.App. \$_____

Grassy Weed - Per. App. \$_____

M-54-F

M-54-N

LAW ENFORCEMENT CENTER 139,930 SF.

MONTERREY PARK 38,300 SF.

Post / Pre. / Fert. - Per. App. \$ _____

Post / Pre. / Fert. - Per. App. \$ _____

Post/ Per. / Fert. - Per. App. \$ _____

Post / Pre. / Fert. - Per. App. \$ _____

Grassy Weed / Fert - Per. App. \$ _____

Grassy Weed/ Fert - Per.App. \$ _____

Grassy Weed - Per App. \$ _____

Grassy Weed - Per. App. \$ _____

M

M

Post / Pre. / Fert. - Per. App. \$ _____

Post / Pre. / Fert. - Per. App. \$ _____

Post/ Per. / Fert. - Per. App. \$ _____

Post / Pre. / Fert. - Per. App. \$ _____

Grassy Weed / Fert - Per. App. \$ _____

Grassy Weed/ Fert - Per.App. \$ _____

Grassy Weed - Per App. \$ _____

Grassy Weed - Per. App. \$ _____

M

M

Post / Pre. / Fert. - Per. App. \$ _____

Post / Pre. / Fert. - Per. App. \$ _____

Post/ Per. / Fert. - Per. App. \$ _____

Post / Pre. / Fert. - Per. App. \$ _____

Grassy Weed / Fert - Per. App. \$ _____

Grassy Weed/ Fert - Per.App. \$ _____

Grassy Weed - Per App. \$ _____

Grassy Weed - Per. App. \$ _____

SPECIAL PROVISIONS

SPECIAL APPLICATION AREAS:

Upon receipt of a **(written)** request from the City, the Contractor will provide additional chemical application service to Special Areas. These Special Areas will be outlined by the City of Bedford in additional Specifications. These applications will be compensated at a per. application rate.

SPECIAL AREAS

GRASSY WEED	\$_____	PER. 1000 SQ. FT.
FERTILIZER	\$_____	PER. 1000 SQ. FT.
BROAD LEAF	\$_____	PER. 1000 SQ. FT.
POST / PRE.	\$_____	PER. 1000 SQ.FT.

The undersigned Bidder hereby declares that he has visited the work sites and has carefully examined the Contract Documents pertaining to the work covered by the above bid. The bidder shall execute these additional applications at the quoted price throughout the length of the contract. Contractor acknowledges receipt of the following addendum.

NON-DISCRIMINATION:

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

ADDENDUM:

The Owner reserves the right to issue an addendum to the Contract prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Proposal. A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope.

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provides for non-resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, the non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-resident's principal place of business.

NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES _____ NO _____

Item B: NON-RESIDENT BIDDERS

Non-resident vendors in _____(State), our principal place of business, are required to bid _____% lower than resident bidders by State Law. A copy of the statute is attached.

Non-resident vendors in _____(State), our principal place of business, are **not** required to underbid resident bidders.

The undersigned Bidder hereby declares that he has visited the work sites and has carefully examined the Contract Documents pertaining to the work covered by the above bid. The bidder shall execute these additional applications at the quoted price throughout the length of the contract. Contractor acknowledges receipt of the following addenda:

ALL BIDDERS:

Signature

Printed Name

Company Name

Title

Company City, ST

Date

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract/ subcontract work, revocation of permits and/or prosecution.

Signature

Date

Attest (if Contractor is a Corporation)

Date

ATTACHMENT I
RERERENCE

Work References:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

ATTACHMENT II

INSURANCE

SECTION A. Prior to the approval of this agreement by the City, the successful Bidder shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the agreement and to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the successful Bidder.

SECTION C. Subject to the successful Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, the successful Bidder shall obtain and maintain in full force and effect for the duration of this agreement, and any extension hereof, at successful Bidder's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation and Employers Liability	Statutory \$100,000/500,000/100,000
H. Commercial General (public) Liability insurance including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
H. Advertising injury	
H. Contractual liability	
H. Medical payments	
3. Comprehensive Automobile	Combined single limit for bodily injury

Liability Insurance

Including property damage of \$500,000 coverage per occurrence or its equivalent, for loading and unloading hazards, for:

- a. Owned/leased vehicles
- b. Non-owned vehicles
- c. Hired vehicles

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the successful Bidder shall exercise reasonable efforts to accomplish such changes in policy coverage's, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Bidder agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Bedford and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

- c. Provide for notice to the City at the two addresses shown below by registered mail;
- d. The successful Bidder agrees to waive subrogation against the City of Bedford, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverage's that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the agreement, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period.

NOTICES

The successful Bidder shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Don Henderson
Parks Superintendent
City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the successful Bidder shall not relieve the successful Bidder of full responsibility or liability for damages and accidents as set forth in the agreement documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the successful Bidder from liability.

ATTACHMENT III
CITY OF BEDFORD
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Appropriate Insurance Agent/Broker

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified Vendor. If the below identified Vendor is awarded the agreement by the City of Bedford, 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 bid/proposal.

Agent (Signature)Agent (Print)

Name of Agent/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: () _____

Date: _____

VENDOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to reject this bid/proposal and place the award with another. If you have any questions concerning these requirements, please contact the Parks Superintendent for the City of Bedford at (817) 952-2308.

**WORKERS COMPENSATION INSURANCE
FOR
BUILDING OR CONSTRUCTION PROJECTS**

TEXAS WORKERS COMPENSATION COMMISSION RULE 28,

110.110

As required by the Texas Workers' Compensation Commission Rule 28,
Contractor shall accept the following definitions and comply with the following
provisions:

110.110, the

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City of Bedford.

Persons providing services on the project ("subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the City of Bedford prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Bedford showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Bedford:

(1) A certificate of coverage, prior to that person beginning work on the project, so the City of Bedford will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the City of Bedford in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, too:

(1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project;

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;

(6) notify the City of Bedford in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing the City of Bedford that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor, which entitles the City of Bedford to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Bedford.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

AFFIRMATION OF BID

_____ (Name of Company) hereby submits the attached bid for performing chemical application services for the City of Bedford, as specified in Contract documents and attachments that have been provided.

In submitting this bid, _____ (name of company) affirms that they have the capacity, manpower and equipment to perform all of the acts and services specified in the bid package of materials that have been provided.

After fully evaluating the data provided, we hereby submit the bid in good faith on this day the _____ (day) of _____ (month), 2016 (year).

Company Name _____

Company Address _____

Company Phone No. _____

Company Fax No. _____

**Name of Company Official
Signing the bid for this company**

(print name)

Signature of Company Official

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between the City of Bedford (hereinafter called OWNER) and

of the City of _____, County of _____, State of Texas (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Example

Article 1. Chemical Applications

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as the following:

Type: _____
Bid Reference No. _____
Total Bid \$ _____

Article 2. CONTRACT TIME

2.1. This contract will be in effect beginning the date of the contract execution.

Article 3. CONTRACT PRICE

3.1. OWNER shall pay CONTRACTOR the prices in CONTRACTOR'S bid quote plus additional work performed when authorized by OWNER. Additional work shall be paid based on an hourly rate quoted in the bid document.

Article 4. PAYMENT PROCEDURES

4.1 Payment to CONTRACTOR will be after satisfactory completion of schedule work or OWNER authorized work and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

4.2 The contractor shall submit separate invoices for all special requests that have been completed, regardless of the time of month or the frequency. They will be paid during the next pay cycle. All charges are to be less sales tax, as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

- 5.1 . CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.
- 5.2. CONTRACTOR has correlated results of all such observations and studies with the terms and conditions of the Contract Documents.
- 5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this contract to the date of termination. OWNER shall then pay to CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.3. SUBCONTRACTING

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between a subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State District Courts of Tarrant County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit AS, consist of the following:

- 8.1 Request For Bids
- 8.2 Contractor Quote Sheet
- 8.3 Standard Form of Agreement
- 8.4 Certificate of Liability Insurance
- 8.5 Application coordinates

Article 9. INDEMNIFICATION

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and selected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this contractor, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective on the _____ day of _____ of 2016

OWNER:

CONTRACTOR:

CITY OF BEDFORD
2000 FOREST RIDGE
BEDFORD, TEXAS 76021

Address: _____
State & Zip: _____

By: _____

By: _____

Print Name

Print Name

Attest

Attest

Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approve as to Form and Legality this _____ day of _____, 2016.

OWNER'S Attorney

CONTRACTOR'S Seal (if incorporated)

Property Damage Report

Operator: _____

Date: _____

Address of Property: _____

Example

Property Damaged: _____

Extent of Property Damaged: _____

Person Notified: _____

Corrective Action Taken: _____

Date of Resolve: _____

Signed: _____

Example

Addendum #

To the City of Bedford
Contract for City Chemical Application Services
BID REFERENCE NO.

This Addendum is issued pursuant to the contract and is hereby made part of this contract.

The following is a Deletion/Addition to the Contract for City Chemical Application Services.

Contractor's Cost Bid

(This schedule is requested so that the City can estimate the annual cost for chemical application services. This schedule is not intended to, and does not commit the Contractor to providing full service in future years at these prices.)

Cost estimate for Special Requests

Contractor additionally agrees to provide chemical application service for special requests at cost per crew hour, as requested by the City of Bedford.

The cost per hour of unscheduled services = \$___per application.

Should any area require more frequent or less frequent applications than are shown in the scheduled, the City of Bedford reserves the right to increase, or decrease application frequency of areas of the contract without penalty. The City also reserves the right to request applications of additional areas at the hourly rate outlined in the Contractor's bid proposal.

By: _____
Don Henderson, Parks Superintendent

By: _____

Date: _____

Date: _____

Addendum #

Notice to Proceed

The **City of Bedford** (hereinafter called OWNER) and

_____ (hereinafter called CONTRACTOR).

have agreed to the terms and conditions of the contracts. The said contracts have been

signed by the owner on (day) _____ (month) _____ (year) _____. The owner

as of this date (day) _____ (month) _____ (year) _____ is giving the said

Contractor this **Notice To Proceed** with _____

under the terms and conditions of the contract.

Owner/Representative _____

Signature

Date _____

Texas Ethics Commission – Form 1295

The Texas Ethics Commission has a new ethics law. It prohibits a governmental entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties Form 1295.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the [online filing application](#).

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

The City of Bedford must acknowledge the receipt of the filed Form 1295 not later than the 30th day after the date the contract binds all parties to the contract. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

The Commission's rules provide that the business entity must include on the form an "identification number used by the [city] . . . to track or identify the contract for which the form is being filed."

Bid Reference Number: CA-03-16