

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
LANDSCAPE MAINTENANCE AND MOWING SERVICES
FOR BUSINESS DISTRICT AND ARTERIAL MEDIANS
WITH
HEART OF TEXAS LANDSCAPE AND IRRIGATION, INC.**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for landscape maintenance and mowing services for the City of Round Rock Business District and arterial medians, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of October, 2018 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and HEART OF TEXAS LANDSCAPE AND IRRIGATION, INC. whose offices are located at PO Box 1236, Belton, TX 76513 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase landscape maintenance and mowing services for the City's Business District and arterial medians, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of landscaping and mowing services; and

WHEREAS, Section 252.043 of the Texas Local Government Code provides that a contract must be awarded to the lowest responsible bidder or to the bidder who provide goods or services at the best value for the city; and

WHEREAS, City has determined that the bid submitted by Services Provider for landscape maintenance and mowing services for the City's Business District and arterial medians provides the best value for the City of Round Rock, Texas; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 18-021 dated July 2018 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the Part IV of the IFB, and the Response to IFB submitted by Services Provider as described in Attachment A: Bid Sheet in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Attachment A: Bid Sheet of Exhibit "A" are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 18-021 dated July 2018). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. In consideration for the grounds maintenance services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Forty-Two Thousand Six Hundred Eighty and 24/100 Dollars (\$142,680.24) per year** for a total not-to-exceed amount of **Seven Hundred Thirteen Thousand Four Hundred One and 20/100 Dollars (\$713,401.20)** for the term of this Agreement.

C. The total not-to-exceed fee of **One Hundred Forty-Two Thousand Six Hundred Eighty and 24/100 Dollars (\$142,680.24) per year** shall include: (1) the Service Provider's bid of **One Hundred Twenty-Two Thousand Six Hundred Eighty and 24/100 Dollars (\$122,680.24) per year**; and (2) an additional **Twenty Thousand and No/100 Dollars (\$20,000.00) per year** for irrigation system repair services as set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that

may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all insurance requirements set forth by in the "Insurance Requirements" documents on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 CITY'S REPRESENTATIVES

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, Texas 78664
Telephone: (512) 671-2890
cmcdowell@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider 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 orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of

Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of the contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Heart of Texas Landscape and Irrigation, Inc.
PO Box 1236
Belton, Texas 76513

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

Stephan L. Sheets, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Heart of Texas Landscape and Irrigation, Inc.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: Dustin Finch
Printed Name: Dustin Finch
Title: Account manager
Date Signed: 9/20/18

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

LANDSCAPE MAINTENANCE AND MOWING
SERVICES

FOR

BUSINESS DISTRICT AND ARTERIAL MEDIANS

SOLICITATION NUMBER 18-021

July 2018

Exhibit "A"

LANDSCAPE AND MOWING SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after referred to as "the City," seeks to establish a Contract with a firm experienced in landscape maintenance and lawn mowing services to provide full, turnkey services inclusive of necessary equipment and labor to City properties located in the City of Round Rock Downtown Business District and designated arterial medians.
2. **BACKGROUND:** Vendor shall provide services to include, but not be limited to, mowing, trimming, weed control, cleaning of concrete swales, litter clean up, blowing of walkway/parking lots, hauling and green waste dumping, shrub pruning, post emergent herbicide, insect and disease control, tree skirting, tree pruning, turf fertilization, mulching of planter beds and mulched areas, planting of perennial flowers, turf aeration and irrigation system monitoring and repair as needed within the specified time period(s) through the term of the contract. City of Round Rock properties located in the Downtown Business District and designated arterial medians. The City reserves the right to add or remove locations throughout the term of the awarded contract.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2-6
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III - Supplemental Terms and Conditions	Pages 7-9
Part IV – Specifications	Pages 9-15
Attachment A – Bid Sheet	Page 15
Attachment B – Reference Sheet	Page 16
Attachment C – Respondent's Questionnaire	Page 17
Attachment D- Subcontractor Information Form	Page 18
Attachment E- Downtown Business District Map	Page 19

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Exhibit "A"

Authorized Contact

Oscar Wise

Purchasing Division

City of Round Rock

E-mail: owise@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATES
Solicitation released	July 23, 2018
Mandatory Pre-Bid meeting / site visit	July 31, 2018 @ 9:00 AM, CST
Deadline for submission of questions	August 2, 2018 @ 5:00 PM, CST
City responses to questions or addendums	August 7, 2018 @ 5:00 PM, CST
Deadline for submission of responses	August 16, 2018 @ 3:00 PM, CST

A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website <http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **MANDATORY PRE-BID MEETING / SITE VISIT AND INSPECTION:** A mandatory pre-bid meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting / site visit will be conducted on the date specified in PART I Section 5-Schedule of Events.
- 7.1 Attendance at the pre-bid meeting / site visit is mandatory. Respondents shall sign-in at the pre-bid meeting to document their attendance. Immediately following the pre-solicitation meeting a site visit tour will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. Respondents shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-bid meeting and site visit tour which shall initially begin at:
- City of Round Rock – City Hall – Council Chambers - 221 E. Main Street, Round Rock, Tx 78664
- 7.2 Respondents will be responsible for their own transportation for the site visit tour.
- 7.3 A map for each facility location will be provided at the pre-bid meeting.
- 7.4 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.

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- 7.5 It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:
- City of Round Rock
Attn: Oscar Wise
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**
- 8.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 8.2 Facsimile or electronically transmitted responses are not acceptable.
- 8.3 Responses cannot be altered or amended after opening.
- 8.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 8.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 8.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
9. **BIDDER RESPONSE REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.
- Bidders shall submit one (1) evident signed "Original" and five (5) copies of the response requirements including any required attachments and one (1) electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
- This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.
- For your bid to be responsive, the attachments identified below shall be submitted with your proposal.**
- Attachment A: BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal/Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

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Attachment C: RESPONDENT'S QUESTIONNAIRE: Provide completed respondent's questionnaire with additional pages as needed to answer all questions with the bid packet submittal.

Attachment D: SUBCONTRACTOR INFORMATION FORM: Provide a signed copy of the Subcontractor Information Form.

10. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 10.1 Purchase price;
- 10.2 Reputation of Respondent and of Respondent's goods and services;
- 10.3 Quality of the Respondent's goods and services;
- 10.4 The extent to which the goods and services meet the City's needs;
- 10.5 Respondent's past performance with the City;
- 10.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 10.7 Any relevant criteria specifically listed in the solicitation.

10.8 **EVALUATION FACTORS:**

Total 100% Points

- Cost-60% Points
- Response to Attachment C – Respondent's Questionnaire – 40% Points
 - Equipment List 10% points
 - Company Work Experience 10% Points
 - Individual Work Experience 10% Points
 - Irrigation System Inspection and Repair Experience 10% Points

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- 11.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 11.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and

Exhibit "A"

submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II

DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>.

PART III

SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing landscape maintenance and mowing services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 A commercial business location from which the landscaping crew is deployed must be in Williamson or surrounding counties in order to assure prompt delivery of landscaping services to

Exhibit "A"

the City of Round Rock. The City reserves the right to inspect the business location. A residential location from which work crews are dispatched is not acceptable.

3. **SUBCONTRACTORS** If Subcontractors will be used the Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - 3.1 Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - 3.2 Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - 3.3 Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - 3.4 Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - 4.1 Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 4.2 Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 4.3 Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - 5.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 5.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - 5.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for landscape maintenance and mowing services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.

Exhibit "A"

- 7.1 **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. Reference: Chained CPI-All Urban Consumers, Series Id: SUUR0000SAS based on the effective date of contract execution. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>
- 7.2 **Procedure to Request Increase:**
- 7.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
- 7.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project and shall provide proof to the City upon request.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.

Exhibit "A"

13. **POST AWARD MEETING:** The City and Successful Bidder(s) may have a post award meeting to discuss, but not be limited to the following:
- 13.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 13.2 Provide City contact(s) information for implementation of agreement.
 - 13.3 Identify specific milestones, goals and strategies to meet objectives.
14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- 14.1 **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - 14.2 **The City's designated representative:** The City's designated representative shall be:
 - The City's designated representative for the Downtown Business District will be:
Courtney Ainsworth
City of Round Rock
Downtown Manager
 - The City's designated representatives for the Arterial Medians will be
Mike Ackerman
City of Round Rock-Transportation Department
Transportation Superintendent
 - 14.3 **Service Requirement Locations**
 - City of Round Rock
Downtown Business District
221 E. Main Street
Round Rock, Texas 78664
 - Creek Bend Extension
Arterial Median
15. **INTERLOCAL PURCHASING AGREEMENTS**
- 15.1 The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - 15.2 The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

PART IV SPECIFICATIONS

1. **SCOPE:** The City of Round Rock requests landscape maintenance and lawn mowing services to be provided on the City's Downtown Business District and designated arterial medians. Services shall

Exhibit "A"

include all labor and goods needed to provide mowing, trimming, weed control, cleaning of concrete swales, litter clean up, blowing of walkway/parking lots, hauling and green waste dumping, shrub pruning, post emergent herbicide, insect and disease control, tree skirting, tree pruning, turf fertilization, mulching of planter beds and mulched areas, flower bed replacement, turf aeration and maintenance, irrigation system monitoring. The City reserves the right to expand or decreased landscape areas throughout the term of the contract.

2. City of Round Rock properties covered under this scope of work:

2.1 **Section A – Downtown Business District and Arterial Medians**

- Downtown Business District (per Attachment E)
- Creek Bend Extension (Arterial Median): Estimated .75 Acres

3. **SERVICE REQUIREMENTS:** The successful Bidder shall:

- 3.1 Obtain and provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the work as required by the specification.
- 3.2 Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
- 3.3 Have an on-site supervisor at the site any time work is performed.
- 3.4 Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidentals damaged shall be repaired or replaced by the Contractor to the satisfaction of the City.
- 3.5 Work shall be performed on a schedule defined by the City to the specifications defined herein.
- 3.6 All work shall be performed in a professional workmanlike manner.
- 3.7 All supporting documentation specified herein shall be submitted with invoice prior to the City processing payment. The successful bidder shall invoice only for actual work completed.

4. **CITY RESPONSIBILITY:** City will:

- 4.1 Appoint a City designated representative.
- 4.2 Monitor and inspect the ground maintenance at designated sites.
- 4.3 Coordinate all work and scheduling with the successful Bidder.

5. **EQUIPMENT:** Prior to start of services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period.

- 5.1 Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and/or all proposals.
- 5.2 All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.

Exhibit "A"

6. **SCHEDULING**: Upon issuance of a Work Authorization, successful Bidder shall begin work and proceed with all reasonable dispatch to completion maintaining the established work areas. The successful Bidder will be required to maintain the Downtown Business District and designated arterial median assigned in the time allotted for each. Work started within a project area shall be completed in consecutive days, per the schedule in the Work Authorization.

6.1 Start date for landscape maintenance and mowing services will be coordinated between the City's designated contact and Contractor upon award of a contract.

6.2 Maintenance Cycles specified herein shall mean the time period between services. Maintenance Cycle shall be identified with a beginning and ending date, in which all prescribed maintenance activities for each Project Area shall be completed.

Cancellations of a work authorization may be based upon need or inclement weather conditions or other mitigating circumstance to be determined by the City. This determination will be made by the City and communicated to the successful Bidder in writing via e-mail or fax.

6.3 All work shall be performed during normal business hours 7:00 AM to 5:00 PM M-F (except City Holidays).

7. **SERVICES: Landscape** maintenance and lawn mowing services shall be performed at the following locations:

- Downtown Business District – Scope 1 , Scope 2, or Scope 3 as shown on Attachment E.
- Creek Bend Extension (Arterial Median) - Scope of Work 1.

7.1 The scope of landscaping services to be performed at each location shall follow the schedule outlined below. A total of 42 estimated site visits will take place in a 12-month period and will occur as follows:

7.1.1 Once a week from March 1 to October 31

7.1.2 Once every two weeks from November 1 to Feb 28

Landscaping Services Table: Worked to be performed at each site listed in Section 7 shall follow the schedule below:

Scope of Work #1			
Item#	Work Description	Frequency	Special Instructions
1.	Mowing	Weekly/Bi-Weekly Site Visit	
2.	Edging	Weekly/Bi-Weekly Site Visit	
3.	Line Trimming Soft Edges	Weekly/Bi-Weekly Site Visit	
4.	Ground Cover Trimming	Weekly/Bi-Weekly Site Visit	
5.	Hand Pull / Spot Spray Weeds	Weekly/Bi-Weekly Site Visit	
6.	Monitor and Clean Concrete Swales	Weekly/Bi-Weekly Site Visit	
7.	Litter Policing / General Clean Up	Weekly/Bi-Weekly Site Visit	

Exhibit "A"

8.	Backpack Blowing of Walkways and Parking Lots	Weekly/Bi-Weekly Site Visit	Debris shall not be blown into roadway
9.	Hauling and Green Waste	Weekly/Bi-Weekly Site Visit	
10.	Shrub Pruning	As needed	Work to be performed as needed during site visit to insure correct growth and development
11.	Post Emergent Herbicide	As needed	Work to be performed as needed during site visit to insure correct growth and development
12.	Minor Insect and Disease Control	As needed	Work to be performed as needed during site visit to insure correct growth and development
13.	Tree Skirting for Clearance	As needed	Work to be performed as needed during site visit to insure correct growth and development
14.	Pruning of Trees Less than 12'	As needed	Work to be performed as needed during site visit to insure correct growth and development
15.	Turf Fertilization	2 Times Per Year	To be coordinated with contract manager. Proposed for spring and fall
16.	Re-Mulching All Planter Beds and Mulched Area	2 Times Per year	To be coordinated with the contract manager. Re-mulch all planter beds and mulched areas at a depth of 2".
17.	Turf Aeration	1 Time Per Year	To be coordinated with the contract manager. Proposed for April
18.	Flowerbed Maintenance & Flower Replacement	4 Times Per Year	To be coordinated with contract manager.
19.	Irrigation System Inspection and Timer Monitoring.	4 Times Per Year	Quarterly Inspection of Irrigation Systems. If repairs are identified a written repair estimate shall be provided to the City for approval in advance. (See Section 8

Exhibit "A"

Scope of Work #2

Item#	Work Description	Frequency	Special Instructions
1.	Hand Pull / Spot Spray Weeds	Weekly/Bi-Weekly Site Visit	
2.	Monitor and Clean Concrete Swales	Weekly/Bi-Weekly Site Visit	
3.	Litter Policing / General Clean Up	Weekly/Bi-Weekly Site Visit	
4.	Backpack Blowing of Walkways and Parking Lots	Weekly/Bi-Weekly Site Visit	Debris shall not be blown into roadway
5.	Hauling and Green Waste Disposal	Weekly/Bi-Weekly Site Visit	
6.	Post Emergent Herbicide	As needed	Work to be performed as needed during site visit to insure correct growth and development
7.	Minor Insect and Disease Control	As needed	Work to be performed as needed during site visit to insure correct growth and development
8.	Tree Skirting for Clearance	As needed	Work to be performed as needed during site visit to insure correct growth and development
9.	Pruning of Trees Less than 12'	As needed	Work to be performed as needed during site visit to insure correct growth and development

Scope of Work #3

Item#	Work Description	Frequency	Special Instructions
1.	Mowing	Weekly/Bi-Weekly Site Visit	
2.	Edging	Weekly/Bi-Weekly Site Visit	
3.	Line Trimming Soft Edges	Weekly/Bi-Weekly Site Visit	
4.	Ground Cover Trimming	Weekly/Bi-Weekly Site Visit	
5.	Hand Pull / Spot Spray Weeds	Weekly/Bi-Weekly Site Visit	
6.	Monitor and Clean Concrete Swales	Weekly/Bi-Weekly Site Visit	
7.	Litter Policing / General Clean Up	Weekly/Bi-Weekly Site Visit	

Exhibit "A"

8.	Backpack Blowing of Walkways and Parking Lots	Weekly/Bi-Weekly Site Visit	Debris shall not be blown into roadway
9.	Hauling and Green Waste	Weekly/Bi-Weekly Site Visit	
10.	Post Emergent Herbicide	As needed	Work to be performed as needed during site visit to insure correct growth and development
11.	Minor Insect and Disease Control	As needed	Work to be performed as needed during site visit to insure correct growth and development
12.	Tree Skirting for Clearance	As needed	Work to be performed as needed during site visit to insure correct growth and development
13.	Pruning of Trees Less than 12'	As needed	Work to be performed as needed during site visit to insure correct growth and development
14.	Turf Fertilization	2 Times Per Year	To be coordinated with contract manager. Proposed for spring and fall
15.	Turf Aeration	1 Time Per Year	To be coordinated with the contract manager. Proposed for April

8. Irrigation System Inspection and Repair:

8.1 The selected Vendor is required to use staff that has the appropriate training and State of Texas Licensing through the Texas Commission on Environmental Quality (TECQ) to conduct irrigation system inspection and repair at all times. Proof of qualifications and licensing shall be provided to the City upon request.

- Irrigation Inspections: The contractor is to inspect the existing irrigation systems at all locations using a licensed irrigator on a quarterly basis. The contractor is to maintain and repair existing irrigation systems to support functional operations and ensure plants receive sufficient levels of watering for a healthy appearance.
- Make adjustment and settings to automatic controllers on an as needed basis to maintain a healthy landscape maintenance, including, but not limited to: lawns, turf, shrubs, flowers, and trees. Replace existing irrigation systems and equipment if damaged by the contractor, with only the original branded and like modeled equipment at the contractor's expense.
- The contractor is responsible for cleaning, maintain, installing, operating, and repairing all irrigation systems. The contractor shall submit a quarterly irrigation report detailing the health of the exiting systems and recommendations for repairs for approval. Maintain the entire irrigation systems with original brand equipment only.
- Check clock settings, clock operation, head elevation and coverage no less than once a quarter. Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water. Make adjustments as needed to avoid overspray of walls, walks, and roadways.

Exhibit "A"

- 8.2 Irrigation System Repairs: In the event that irrigation system repair is identified the vendor shall prepare a separate written repair quote for City approval. The quote shall include the estimated cost of labor and repair parts. All repair parts shall be new. The repair shall be completed upon authorization by the City and shall be invoiced separately from the regular site visit. Unauthorized repair work is not allowed.

ATTACHMENT A BID SHEET

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 18-009 Landscape Maintenance and Mowing Services in an Excel format on the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

- 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
- 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
- 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
- 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit A

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to award line items separately or together and to purchase more or less than the quantities indicated below.

Cost - 60 %Points

Information Only

5	Markup % Cost of Shrubs and Flower Replacement	50%
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6	Labor Rate per Hour: Irrigation System Repair	\$55
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7 Markup% Cost for Irrigation Parts 50%

6	Landscaping Services for one acre per specification - Cost Per Site Visit per Scope of Work #1	\$102
9	Landscaping Services for one acre per specification - Cost Per Site Visit per Scope of Work #2	\$103
10	Landscaping Services for one acre per specification - Cost Per Site Visit per Scope of Work #3	\$103

Equipment List: 10% Points

Company Work Experience: 10% Points

Individual Work Experience: 10% Points

Irrigation System Inspection and Repair Experience: 10% Points

SIGNATURE OF AUTHORIZED REPRESENTATIVE *DH*

PHONE NUMBER 254-931-3520

EMAIL ADDRESS Dustin@Hotlandsempire.com

City of Round Rock
Landscape Maintenance and Mowing Services
for Business District and Arterial Medians
IFB No. 18-021
Class/Item: 988-36 / 988-52
JULY 2018

Exhibit "A"

ATTACHMENT B: REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-021
RESPONDENT'S NAME: Heart of Texas DATE: 8/15/16

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Williamson Co. Southwest Regional Park
Name of Contact Larry Cates
Title of Contact Park Superintendent
E-Mail Address BCATES@wilco.org
Present Address 3005 CR 175
City, State, Zip Code Leander, TX 78661
Telephone Number (512) 626-2194 Fax Number: (512) 943-1930

2. Company's Name City of Georgetown Parks & Rec
Name of Contact Jamie Beran
Title of Contact Parks Superintendent
E-Mail Address Jamie.Beran@georgetown.org
Present Address 1101 N. College St
City, State, Zip Code Georgetown, TX 78626
Telephone Number (512) 930-3595 Fax Number: ()

3. Company's Name Bell County
Name of Contact Bill Schuman
Title of Contact Bell Co. Commissioner Pct. 3
E-Mail Address Bill.Schuman@bellcounty.texas.gov
Present Address 101 E. Central Ave
City, State, Zip Code Bellton, Texas 78513
Telephone Number (254) 933-5103 Fax Number: (254) 933-5179

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

City of Round Rock
Landscape Maintenance and Mowing Services
for Business District and Arterial Medians
IFB No. 18-021
Class/Item: 988-36 / 988-52
JULY 2018

Exhibit "A"

ATTACHMENT C RESPONDENT'S QUESTIONNAIRE 40% Points

Any and all firms considering the Landscape Maintenance and Mowing Services contract, must complete and submit the information requested below.

NOTE: This is a part of the bid and bidders who fail to submit this information will be considered non-responsive.

CONTRACTOR NAME: Heart of Texas Landscape and Irrigation

PHYSICAL ADDRESS OF EQUIPMENT: 6363 Fm 439

Belton, TX 76513

1. State the number of years your firm has provided commercial landscape maintenance and mowing services 29 years.
2. State the number of employees who will be designated to work on this contract: 6
3. EQUIPMENT LIST: Attach a separate sheet of paper that describes the quantity and type of vehicles and equipment that will be used to support this contract. **10% Points**
4. EXPERIENCE: On a separate sheet of paper describe relevant company and individual experience and irrigation system inspection and repair experience for personnel who will be actively engaged in the performance of this contract.
 - Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for landscaping services, number of acres maintained and services provided. **10% Points**
 - Individual Work Experience - Include the resumes of the owner, staff and any subcontractors with supporting documentation as applicable such as certifications, licenses and years of experience providing landscaping services. **10% Points**
 - Irrigation System Inspection and Repair Experience: Describe your companies experience providing irrigation inspection and repair as well as qualifications of staff that will service the City's irrigation systems under this contract. **10% Points**

City of Round Rock
Landscape Maintenance and Mowing Services
for Business District and Arterial Medians
IFB No. 18-021
Class/Item: 988-36 / 988-52
JULY 2018

Exhibit "A"

ATTACHMENT E DOWNTOWN BUSINESS DISTRICT MAP

1. **ATTACHMENT E- Downtown Business District Map** is posted in Solicitation Documents for IFB No. 18-021 Landscape Maintenance and Mowing Services in a PDF format on the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Exhibit "A"



Exhibit "A"

City of Round Rock landscape maintenance & mowing services IFB No. 18-009

Heart of Texas Landscape and Irrigation Co. equipment list

3 Exmark 60" Lazer Z riding mowers

1 Exmark 48" Vantage stand on mower

Echo String Trimmers

Echo Hedge Trimmers

Echo Backpack Blowers

Echo Stick Edgers

Ride on fertilizer spreader

Ride on aerator

Exhibit "A"

Heart of Texas Landscape and Irrigation Co. company work experience

We currently maintain the parks for the City of Georgetown, as well as a city managed PID. The services we provide for the city include mowing, bed maintenance, fertilizing, post and pre weed applications, mulching, fire ant bait and treatment, tree trimming, irrigation management and inspections, and insect disease control. The contract covers 56 parks, 2 cemeteries, and the entryways and right of ways for Georgetown Village PID. This contract covers 298 acres.

We also currently maintain the parks for Williamson County. This contract covers 2 parks, 3 trails, and the Williamson County Expo Center and totals approximately 100 acres. This contract includes mowing, bed maintenance, visual irrigation inspections, and insect inspection and treatments. Fertilizer, post and pre weed treatments, and irrigation repairs are done per request.

Heart of Texas Landscape and Irrigation Co. company individual work experience

Our maintenance division includes Hector Nieto as our division manager. Hector has 17 years of experience in the landscape industry. We also employ 3 account managers that are responsible for the day to day activities of our crews, as well as contact with our clients. Our account managers have 24 years combined experience in the landscape industry. We have 11 maintenance crews totally 40 employees in the field. Many of our crew guys have been with the company for 10-25 years, with one gentleman having worked with us since the company started 29 years ago. Our employees certifications and licenses are attached.

Heart of Texas Landscape and Irrigation Co. company irrigation system inspection and repair experience

We have almost 30 years of experience in installing, maintaining, and repairing irrigation systems. We currently employ two full time irrigators tasked with checking and maintaining our commercial clients irrigation systems, as well as other licensed irrigators that are available to help during the busy season. We also have several individuals licensed to perform backflow checks. Attached are the licenses that our employees currently have.

Exhibit "A"



P.O. Box 1236
Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939 6793

Qualifications of Key Personnel

Ben Pamplin

President of Heart of Texas Landscape and Irrigation Company
BBA in International Business from SFA
Texas Certified Landscape Professional #595
Nineteen years of experience in the green industry all with Heart of Texas

Hector Nieto

Maintenance Division Manager
Eighteen years of experience in the green industry, six with Heart of Texas

Dustin Finch

Maintenance Division Account Manager
Landscape Design Technician Associates Degree from Texas State Technical College in Waco
Fifteen years of experience in the green industry, eight with Heart of Texas
TDA Commercial Pesticide Applicator license #0587695
TTA Certified Professional Turf Manager #15 235

Jarrod Houston

Maintenance Division Account Manager
Five years of experience in the green industry all with Heart of Texas

Manuel Colon

Maintenance Division Manager
Six years of experience in the green industry all with Heart of Texa

Exhibit "A"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER L ARMOUR

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0012057

Issue Date: 04/29/2015

Expiration Date 04/27/2018



Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ERIC S ARCHER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0016918

Issue Date: 11/16/2015

Expiration Date: 11/16/2018



Executive Director

Texas Commission on Environmental Quality

Exhibit "A"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER L ARMOUR

*has fulfilled the requirements in accordance with the
laws of the State of Texas for:*

LICENSED IRRIGATOR

License Number: L10018972
Issue Date: 11/18/2016
Expiration Date: 12/31/2019



Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

JIMMY J BAKER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for:*

LICENSED IRRIGATOR

License Number: L10021375
Issue Date: 03/29/2017
Expiration Date: 05/31/2020



Executive Director
Texas Commission on Environmental Quality

Exhibit "A"

Questions or Comments?

Search Page Search Results Search Options CE Query Licenses TCEQ Home

TCEQ Search Licensing or Registration Information

License Detail

To report a change of address, phone number, or email address, please fill out the form located at: <http://www.tceq.texas.gov/licensing/forms/contactupdate>

CN: L1904282418
Name: TATUM, BRIAN S
Address: 17321 DOVE RD
City: MOODY
State: TX
ZIP: 75557-3491
County: BELL
Work Phone: 254-780-5117

License(s)

There were 1 license(s) found.

Program	License Type and Level	License Number	Last Issued Date	Exp. Date	License Status	CE Hours
UDL	LANDSCAPE IRRIGATOR	L10020515	12/31/2015	12/31/2019	CURRENT	0

Note: The number of CE hours needed in order to renew a license is based on the term (length) of each license. Please go to the program page for the license you hold to determine the number of CE hours needed and to view the latest information and renewal requirements for your license.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

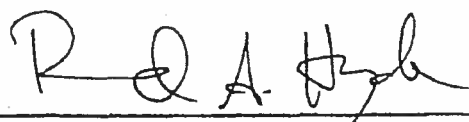
Be it known that

ERIC S ARCHER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: L10021852
Issue Date: 02/07/2018
Expiration Date: 03/31/2021



Executive Director
Texas Commission on Environmental Quality

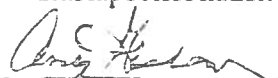


Ben Pamplin

#105

The above named is hereby recognized as a TNLA Texas Water Smart Professional, having fulfilled the requirements laid out by the Texas Nursery & Landscape Association


CHAIRMAN
TNLA Certification Committee


PRESIDENT
Texas Nursery & Landscape Association

Valid Through

JUNE 30, 2019

The TNLA Texas Water Smart Professional certification is a program of the Texas Nursery & Landscape Association

THE TEXAS TURFGRASS ASSOCIATION BOARD OF
CERTIFICATION HAS CONFERRED ON

Dustin Finch

THE DESIGNATION OF

Certified Professional Turfgrass Manager

*In Recognition of Successful Completion of the Requirements for Certification and Demonstration
of a High Level of Competency, Expertise and Proficiency in Turfgrass Management*

In Witness Whereof, This Certificate Duly Signed Has Been Issued And Seal of Certification Affixed

This 27th day of July, 2015



[Signature]
President

[Signature]
Executive Director

[Signature]
Certification Board Chair



15-236

Exhibit "A"

TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76 relating to application of restricted use or state-limited use pesticides or regulated herbicides. This license is issued for purchase and application of restricted use or state-limited use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

BENJAMIN PAMPLIN
PO BOX 1236
BELTON TX 76513

TDA Client No: 00555521
License No: 0729702
Effective Date: December 31, 2017
Expires: December 31, 2018
Categories:



3A

TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

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JIMMY BAKER
PO BOX 1236
BELTON TX 76513

TDA Client No: 00555519
License No: 0729701
Effective Date: December 31, 2017
Expires: December 31, 2018
Categories:



3A

TEXAS DEPARTMENT OF AGRICULTURE

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JARROD HOUSTON
PO BOX 1236
BELTON TX 76513

TDA Client No: 00555514
License No: 0729698
Effective Date: December 31, 2017
Expires: December 31, 2018
Categories:




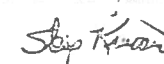
3A

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Benjamin Emory Pamplin

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist


Jim Smith, Executive Director
International Society of Arboriculture


Skip Kiser

Certification Board Chair
and ISA Certified Arborist

TX-4246A

May 04 2016

Jun 30 2019

Exhibit "A"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

BENJAMIN E PAMPLIN

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

*License Number: LI0022184
Issue Date: 10/28/2015
Expiration Date: 10/31/2018*



*Executive Director
Texas Commission on Environmental Quality*

TCEQ Search Licensing or Registration Information

License Detail

To report a change of address, phone number, or email address, please fill out the form located at
<http://www.tceq.texas.gov/licensing/forms/contactupdate>

CW: CN603601261
Name: RODRIGUEZ, ADOLFO
Address: 5528 LAKEAIRE BLVD
City: TEMPLE
State: TX
ZIP: 76502-6827
County: BELL
Work Phone: 254 939 6795

License(s)

There were 1 license(s) found

Program	License Type and Level	License Number	Last Issued Date	Exp. Date	License Status	CE Hours
IRRIGATION TECHNICIAN		LI0022184	10/28/2015	10/31/2018	CURRENT	11

Note: The number of CE hours needed in order to renew a license is based on the term (length) of each license. Please go to the program page for the license you hold to determine the number of CE hours needed and to view the latest information and renewal requirements for your license.

Exhibit "A"

TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P O BOX 12847 AUSTIN, TX 78711-2847

(877) LIC AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.tda.state.tx.us



NURSERY/FLORAL CERTIFICATE OF REGISTRATION

This is to certify that the person listed below is licensed to sell nursery/floral products at the indicated location in accordance with Texas Agriculture Code Chapter 71.

HEART OF TEXAS LANDSCAPE AND IRRIGATION CO INC
6363 FM 435
BELTON TX 76513

Client Name: HEART OF TEXAS LANDSCAPE AND IRRIGATION CO
TDA Client No: 00390206

CERTIFICATE NO: 0757(X)6

CERTIFICATE TYPE: NURSERY FLORAL CLASS 2

Effective Date: March 31, 2018

Expiration Date: March 31, 2019

MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS CERTIFICATE IS NON-TRANSFERABLE

TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P O BOX 12847 AUSTIN, TEXAS 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state limited use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

DUSTIN FINCH
PO BOX 1236
BELTON TX 76513

TDA Client No:

00328272

License No:

0587695

Effective Date:

January 31, 2018

Expires:

January 31, 2019

Categories:



Exhibit "A"



CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
LANDSCAPE AND MOWING SERVICES FOR BUSINESS DISTRICT & ARTERIAL MEDIANS

IFB No. 18-021 Addendum No. 1 Date of Addendum: 08/7/18

Addendum No. 1, dated Tuesday, 08/07/18 is being issued to respond to all questions submitted by the deadline on Tuesday, 08/07/18 @ 5 p.m. for IFB No. 18-021 and changes in the Scope of Work – Landscape and Mowing Services for Business District & Arterial Medians, as outlined below

SECTION A: QUESTIONS And ANSWERS:

1. Question Scope of Work #3. Will this include the Right of Way and Curbs?
Answer: Yes, for Scope of Work #3, this will include the Right of Way and Curbs.
2. Question I don't see the Creek Bend median indicated on the provided map. Where is the median located?
Answer: Please see attached map for median location.

SECTION B: CHANGES IN SCOPE OF WORK AND BID TAB:

1. A requirement is being added to Part IV Specifications, No. 3 Service Requirements, Page 10, 3.8 as follows: Tree Pruning services shall be performed on an as needed basis when ordered by the City and billed separately. Tree Pruning Services shall only be done under the supervision of a Certified Arborist. Proof of Certification shall be sent to the City with the bid response.
2. A requirement is being added to Part IV Specifications, No. 3 Service Requirements, Page 10, 3.9 as follows: The awarded vendor will be required to conduct a twice a year mandatory walk through before any major work occurs. All major work must be approved by the City in advance.
3. Attachment A-Bid Sheet. Line 5 has been added for Tree Pruning under Supervision of a Certified Arborist.

Exhibit "A"

Approved by: Oscar Wise

Oscar Wise, Purchaser

Date 8/7/18

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Heart of Texas

Vendor

[Signature]

Authorized Signature

6/15/18

Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Attachment F - Creek Bend Median Location

