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# City of La Marque

## REQUEST FOR BID PROPOSAL

**BID Proposal Reference Number:** LM 08-23

**Project Title:** “Mowing, Debris Removal and Securing of Vacant Buildings”

**Proposal Closing Date:** 10:00 A.M.(CST), Wednesday, August 31, 2022

***No Proposals submitted after the above deadline will be accepted.***

## KEY EVENTS SCHEDULE

<b>PROJECT NAME:</b>	<b>“Mowing, Debris Removal and Securing of Vacant Buildings”</b>
<b>ISSUANCE OF BID PROPOSAL</b>	<b>August 17, 2022</b>
<b>PRE-BID PROPOSAL CONFERENCE:</b>	<b>10:00 A.M (CST), Wednesday, August 24, 2022</b> <b>Zoom:</b> <a href="https://us06web.zoom.us/j/81417271340?pwd=Y3JaTktXTmtPd3NFMDIrczc5bW5tQT09">https://us06web.zoom.us/j/81417271340?pwd=Y3JaTktXTmtPd3NFMDIrczc5bW5tQT09</a>  The pre-proposal conference will allow all Bid Proposers an opportunity to ask representatives relevant questions and clarify provisions of this Bid Proposal.
<b>DEADLINE FOR QUESTIONS:</b>	<b>2:00 P.M (CST), Wednesday, August 24, 2022</b>  All questions will be answered in the form of an addendum, after the question deadline. All questions related to this Bid Proposal are to be directed to the following link: <a href="#">Upload Questions Here</a>
<b>SUBMITTAL DEADLINE:</b>	<b>10:00 A.M (CST), Wednesday, August 31, 2022</b>
<b>SUBMITAL REQUIREMENT:</b>	<b>Electronic submittals required</b> <a href="#">Upload Submittal Here</a>
<b>CITY OF LA MARQUE COUNCIL AWARD:</b>	A final determination will be made at a future City of La Marque Council meeting. City of La Marque reserves the right to reject any and all request for proposals and waive any and all formalities and conditions.
<b>TERM OF SERVICE/PROJECT:</b>	A one (1) year Agreement with an option to automatically renew for two (2) additional years in one (1) year increments.

**CITY OF LA MARQUE**  
**INVITATION TO BID**  
**LM # ???08-23**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until 10:00 a.m. Wednesday Aug 2022 for:

**“MOWING, DEBRIS CLEAN-UP AND SECURING”**

Bids will be received electronically at [www.bids.cityoflamarque.org](http://www.bids.cityoflamarque.org) until Wednesday, August 31, 2022 at 10:00 a.m. at which time all bids will be opened and publicly read. Also, as a result of Covid-19 and to protect the community and stop the spread of COVID-19, the bid/proposal opening/acknowledgment will also be held via a scheduled Zoom meeting. The information to join the bid opening via Zoom is the following:

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:  
1 (???????)

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: ????????????

Press \*6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/????????????>

Once you are on the website, you may need to enter the following:  
Meeting ID: ????????????

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the afore stated time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: [www.bids.cityoflamarque.org](http://www.bids.cityoflamarque.org)

Any Questions on: LM # 08-23, please contact Cecilia Fields, Code Compliance Supervisor at [c.fields@cityoflamarque.org](mailto:c.fields@cityoflamarque.org) or 409-938-9256, Kathleen Van Stavern, [k.vanstavern@cityoflamarque.org](mailto:k.vanstavern@cityoflamarque.org)

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Kierra Nance  
City Clerk

**TERMS AND CONDITIONS**  
**LM # 08-23**  
**“MOWING, DEBRIS CLEAN-UP and SECURING”**

1. Specifications and bidding documents may be secured from [www.nids.cityoflamarque.org](http://www.nids.cityoflamarque.org). Physical submissions are not accepted at this time.
2. This BID is for a year-round mowing contract with the City of La Marque that will begin on **October 1, 2022, and it is agreed that any contract resulting from this bid shall have the option to renew the contract for up to (2) two years in (1) one-year intervals.** The following clauses shall be included in the contract:
  - a: Option Clause: It is agreed that the City of La Marque will have the option to extend the contract for up to TWO (2) additional years, in ONE (1) year intervals. To exercise this option, the City of La Marque shall serve notice at least THIRTY (30) days prior to contract termination or to the end of anyone-year extension. The option to extend shall not be considered if funding is unavailable or the contractor’s past performance is not within the City’s standards.
3. The prohibition against gratuities and kickbacks shall be conspicuously set forth in every contract and solicitation, therefore. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La **Marque** to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest, acceptable bid.
6. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder’s observations with this bid packet. All contractors must complete the State of Texas Ethics 1295 Form and include a signed copy with the completed bid packet, the form may be completed online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
7. The submission of a bid will constitute an incontrovertible representation by the bidder that he/she

has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

8. **BIDS WILL BE REJECTED IF:**

- a. It is received after the advertised closing date and time for receipt of bids.
- b. It is submitted on a bid proposal form other than that provided by the city; or is incomplete, conditional, obscure or that contains any additions not called for in the specifications.

9. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise, and the Use Tax Act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.

10. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.

11. Total price should be all **INCLUSIVE OF CHARGES**, i.e.: mowing per lot price, hauling and disposal fees, quantity specified and the total charge. No increase in price will be paid due to heavy mowing if the contractor does not follow the mowing schedule. **ALL BIDDERS ARE ADVISED TO VISIT EACH LOT ON THE ATTACHED LIST BEFORE FIGURING THE COST PER LOT.**

12. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the city, payment on invoice will then be net 30 days, NO EXCEPTIONS.

13. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.

14. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.

15. **CONTRACT TERM:** This contract will expire on **September 30, 2023** unless notice has been given by the City of La Marque to the contractor to renew the contract for another year. All work shall be completed prior to the expiration date.

16. The vendor hereby assigns to purchase all claims for over-charges associated with this contract **which arise under the Antitrust Laws of the United States, 15, U.S.C.A., §1, ET. Seq. (1973).**

17. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.

18. Bids received after the closing time will be returned unopened.
19. All shipping and delivery charges to be paid by supplier. FOB: City of La Marque, 1111 Bayou Rd, La Marque, Texas 77568 or another designated site.
20. All contractors must be registered with the city prior to submitting a bid.
21. Contractor must have available **EQUIPMENT** to move large quantities of debris such as, trailers, dump or otherwise, and or dump trucks, portable power unit for locations w/o power for boarding up windows and doors. Contractor or designee must have materials and be available for emergency boarding/securing of any property if needed along with all mowing and trimming equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient clean-up and mowing equipment and workforce to complete work in a timely manner. All tractors shall also be equipped with the appropriate mowing attachments (rotary cutting mowers). The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass.
22. All clean-up and mowing equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have mowers, weed eaters, and other related clean-up and mowing equipment available to complete the work assigned. The City reserves the right to prohibit the Contractor from working with a piece of equipment the Code Compliance Supervisor or Officer deems to be a danger to the Contractor or the public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this contract is sufficient for the services required herein. Additionally, the Contractor shall maintain or have immediate access to adequate backup clean-up and mowing equipment in order to sustain continuous operations in the event of equipment failure. Contractor must submit a list of equipment to complete all work assigned. The use of insufficient and/or inadequate machinery or equipment, as determined by the Code Supervisor or Officer, shall be deemed a breach of this contract.
23. Once the contract is assigned the mowing schedule must be adhered to. Extensions may be granted for inclement weather only on a case-by-case basis.
24. All trash and rubbish must be removed from the lot prior to mowing and any mowed over trash and rubbish must also be removed. Lots must be left clean, including all vegetation and trash on or on fence lines, ditches, trees, and curbs.
25. **BOARDING AND SECURING:** The City of La Marque may request the emergency securing of structures/buildings to protect the life, health, and safety of the public. The contractor will be notified of the location of such structure(s) in writing by email or letter by the Code Compliance Division and must complete the securing of the structure/building(s) within (3) three days of notification. The contractor is responsible for providing all materials and labor needed to secure the structure/building(s) and the disposal of all waste materials left over. Proper disposal of waste material may result in the payment of landfill fees and other expenses to secure the structures on the property, the contractor shall anticipate costs and include these in the bid price on a per door and per window cost.  
If severe weather prevents the securing or boarding of a building or structure, the Contractor shall request approval for an extension to the (3) three-day time limit via email or in writing from the Code Compliance Supervisor. Failure of a Contractor to complete securing or boarding of a structure within the allotted time (3) three business days without an approved extension or failure

to perform satisfactory work shall be sufficient cause to terminate the contract.

26. **Litter Removal:** The Contractor shall pick-up and remove all litter and miscellaneous debris throughout the property prior to mowing (if needed) or performing any assigned work. The Contractor shall remove all litter from the ditch, yard, sidewalks, and rights-of-way and place the same in plastic trash bags. Removal and disposal of litter and debris shall be completed by the contractor. Any litter, debris, or trash that is mowed over during maintenance mowing operations, shall be completely removed from the property immediately and prior to proceeding with any additional work assigned. The city may refuse payment to the contractor for any property or lot that all litter or debris that was mowed over and not removed before leaving the property.
27. **Mowing:** The City of La Marque requires the contractor to provide the services of mowing, edging, and trimming on the listed properties attached to this bid, as well as picking up and removing all litter and miscellaneous debris from the property prior to mowing. The grass shall be maintained/mowed to an approximate height of three (3") inches maximum. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks, or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with a work on another property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the assigned property.
28. **Trimming:** All assigned Properties requiring mowing services shall be trimmed of all high grass, weeds, and foreign growth found adjacent to or under structures, trees, poles, culverts, fences, curbs, ditches, etc.; in addition to those found growing out of expansion joints and/or cracks in curbs, sidewalks (both sides), driveways, parking lots, and other foundational surfaces on the Property. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. THE USE OF HERBICIDES REQUIRES PRIOR WRITTEN APPROVAL OF THE CODE COMPLIANCE SUPERVISOR.
29. **INSPECTION:** Code Compliance Officer(s) will inspect every lot or property for compliance with this contract before an invoice will be approved for payment, if a lot or property is found to be in violation of any of the specifications in this bid proposal or contract, the contractor will be notified of the violation and will be allowed 24 hours to correct the violation(s). If the contractor refuses or neglects to correct the violation within the 24 hours after notification, the city shall hold the right to terminate the contract immediately.

#### **DEBRIS DEFINITIONS:**

- **Light Debris**-Grass clippings, high weeds (more than (12) twelve inches in height), leaves, paper and plastic litter items, and discarded clothing and textiles of all sorts.
- **Moderate Debris**- Trash items, including but not limited to the following: aluminum or tin cans, toys, bottles, old vessels of sorts, and household items (e.g., dishes, tableware, pots and pans, etc.).
- **Heavy Debris**- Appliances, toilets, furniture, tires, tree trunks, tree limbs and branches.
- **Extra Heavy Debris** - Discarded lumber, construction building materials, bricks, thick foliage, and large trees that must be removed from the property for work to be performed

## **INCREASES:**

**Escalation Clause:** Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 30 days before receiving notice from the City of La Marque of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City of La Marque in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, NOT PROFITS.

## **DECREASES:**

The City of La Marque will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

**NOTE: Contractors are responsible for correctly calculating the final "per cut" cost on each lot listed, it is highly recommended that all bidders visit each lot before completing final bid.**

**LM 08-23**

### **"MOWING, DEBRIS CLEAN-UP AND SECURING"**

#### **SCOPE OF WORK**

BIDDER **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID, PURCHASES MADE FOR CITY USE ARE EXCEMPT FORM THE STATE SALES TAX AND FEDERAL EXCISE TAX **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED AHLL **MEET** OR **EXCEEDS** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

The scope of work under this bid shall include all materials, labor, equipment, supervision and waste and hazardous materials disposal fees and incidentals for the mowing, board up and clearing of residential/commercial/vacant lots. It is the contractor's responsibility to follow all City, State and Federal Guidelines regarding hazardous materials, such as, but not limited to tires, lead based paint or asbestos that may be present. All work shall be performed in accordance with all City, State and Federal regulations in addition to the following:

- a. All rates include pick-up, removal, disposal, landfill, labor, materials, equipment usage, travel cost and fees required to complete the requested services.
- b. Register with the City of La Marque as a contractor. This includes submitting general liability insurance and workers compensation requirements.
- c. The City of La Marque reserves the right to award this contract to one or more contractors if necessary or none.
- d. The attached list of properties must be mowed at the minimum once a month, in some cases certain lots may require mowing twice per month in the heavy growing season. (All ground vegetation on city-maintained lots must not exceed (12") twelve inches in height at any time) The city may request additional mowing of overgrown property or lots not included in this bid or contract and understands that may be out of the scope of the contract. Any



additional mowing or clearing that is requested by the city will be at an additional cost to the city and invoiced separately from this contract or bid.

- e. **The City of La Marque reserves the right to remove any lot on the following lists for any reason. Code Compliance will make every effort to replace any lot that is removed from the list with a replacement lot if one is available. If the lot is purchased and no longer maintained by the city, the contractor will be notified within 24 hours to remove it from his/her mowing list.**
- f. If at any time the contractor is unable to follow the above schedule, the contractor MUST immediately contact the Code Compliance Supervisor. If the contractor fails to maintain the property or lots to the specifications in this bid or contract, the city may terminate this contract immediately in writing and seek another contractor to abate these lots.
- g. **The City has provided addresses or property ID numbers and a picture of each lot in this bid, the contractor IS RESPONSIBLE for mowing the correct lot and providing before and after pictures that identify the lot and the date it was mowed every time a lot is mowed, NO EXCEPTIONS. The city will not issue payment for any lots that were mowed without the contractor submitting identifying pictures. If the contractor or employees of the contractor mow any lots that are not on the mowing list provided by the city, the cost for mowing the incorrect lot will be deducted from the invoice submitted. The contractor shall maintain and have available a record of all work performed on every lot or property listed on this bid or contract including pictures, for the duration of the contract for audit if requested by the city at any time during the contract period.**

**SECURING AND BOARDING OF WINDOWS AND DOORS**

The contractor is responsible for providing all materials that will be needed to properly secure or board up a vacant dwelling or building, this must be included in the cost per window or door. The total per door and window shall be separate from the total cost of mowing and entered below.

PER STANDARD WINDOW \$ \_\_\_\_\_  
 PER STANDARD DOOR \$ \_\_\_\_\_

ADDRESS	GALV CO. PARCEL #	OCTOBER 1 <sup>ST</sup> - FEBRUARY 28 <sup>TH</sup> MOWS PER MONTHS	FEBRUARY 28 <sup>TH</sup> - OCTOBER 1 <sup>ST</sup> MOWS PER MONTH	SQUARE FOOT PER LOT	COST PER MOW
ALBERT LOT 10	199649	1	2	9625.0	
108 ANITA LOT	200191	1	1	6385.0	

3	ANITA LOT 13	200199	2	2	<b>5491.0</b>
610	AZALEA	198012	1	1	<b>10458.0</b>
515	AZALEA	197964	1	2	<b>16517.0</b>
2011	BELLVIEW	198885	1	1	<b>7125.0</b>
2013	BELLVIEW	198886	2	2	<b>7125.0</b>
1406	BEYRIS	199547	1	1	<b>13524.0</b>
2601	BOSS	197906	1	1	<b>7125.0</b>
2127	CEDAR	195840	2	2	<b>10125.0</b>
909	CHESTNUT	194752	1	1	<b>4324.0</b>
316	EDGAR	196813	2	2	<b>6250.0</b>
16	ERIKSSON LOT	196904	1	2	<b>9479.0</b>
1702	FIFTH AVE	196005	2	2	<b>22433.0</b>
2409	FLORENCE	196536	1	2	<b>8550.0</b>
2425	FM 1765	195673	1	2	<b>4818.0</b>
1501	FOREMAN	196992	1	2	<b>8441.0</b>
2102	GLENDALE	197116	1	1	<b>9076.0</b>
1413	GOLIAD	197729	1	2	<b>9802.0</b>
847	HOLLY	198790	2	2	<b>9750.0</b>
617	HONEYSUCKLE	197998	1	1	<b>9603.0</b>
405	HONEYSUCKLE	198028	1	2	<b>10024.0</b>
2606	HOUSTON DR. N.	197329	1	1	<b>11020.0</b>
2201	HOWELL	199549	1	1	<b>7081.0</b>
3005	JEFFERSON	132869	1	1	<b>10863.0</b>
2010	KANSAS	198827	1	1	<b>7125.0</b>
2029	KANSAS	198849	1	1	<b>7125.0</b>
2006	KANSAS	198825	1	1	<b>7125.0</b>
	KANSAS	198826	1	1	<b>7125.0</b>
2701	KANSAS	198843	1	1	<b>7125.0</b>
29	KANSAS	198836	1	1	<b>7125.0</b>
1731	KANSAS	195044	1	1	<b>7388.0</b>
6	KANSAS LOT	198818	2	2	<b>7125.0</b>
1206	LAMAR	197378	1	2	<b>14140.0</b>
704	LILAC	375987	1	1	<b>8869.0</b>
1010	LINDEN	198561	2	2	<b>7612.0</b>
2115	LONESTAR	200082	1	1	<b>7924.0</b>
	LOT ON PALM	R199589	1	1	<b>10128.0</b>
	MAGNOLIA LOT	194789	1	1	<b>7500.0</b>
310	MARTIN LUTHER KING JR	200210	1	2	<b>7685.0</b>
2527	MAY	198141	1	2	<b>24960.0</b>
229	NANLEE	198450	1	2	<b>9188.0</b>
2012	NASHBY	196757	1	1	<b>4000.0</b>
1819	NEUMAN	196967	1	2	<b>11543.0</b>

	OAK ST. LOT	196056	2	2	<b>5700.0</b>	
1508	OLEANDER	199010	2	2	<b>10069.0</b>	
1602	OLEANDER	198991	2	2	<b>9349.0</b>	
426	PEAR	196046	2	2	<b>6125.0</b>	
1206	PIRTLE	195428	1	1	<b>9578.0</b>	
1307	PIRTLE	195425	1	1	<b>8513.0</b>	
810	PIRTLE	199816	1	1	<b>7050.0</b>	
	PORTER LOT	301906	1	2	<b>4695.0</b>	
831	RETAMA	198782	1	1	<b>16830.0</b>	
2818	ROSADELE	199295	1	1	<b>8743.0</b>	
1808	ROSALEE	198580	2	2	<b>8029.0</b>	
1826	ROSALEE	199271	2	2	<b>7125.0</b>	
307	ROSS	304813	1	1	<b>7950.0</b>	
226	SARLEE	198454	1	2	<b>9975.0</b>	
2519	STONEWALL	195364	1	2	<b>5250.0</b>	
1847	THOMPSON LOT	199985	1	1	<b>7239.0</b>	
112	UNION	198148	1	1	<b>6385.0</b>	