



City of Teague

Request for Proposal

PROJECT TITLE: REQUEST FOR PROPOSAL FOR CONTRACT MOWING SERVICES TO INCLUDE THE MOWING AND/OR REMOVAL OF GRASS AND WEEDS FOR ALL CITY OF TEAGUE OWNED PROPERTY. THE CONTRACT SHALL BE FOR A PERIOD BEGINNING JANUARY 1, 2019 THROUGH SEPTEMBER 30, 2020.

SEALED PROPOSAL DEADLINE DATE AND TIME: December 11, 2018, 11:30 AM

SEALED PROPOSAL OPENING DATE AND TIME: December 11, 2018, 11:30 AM

Proposers must submit complete original RFP Packet.
No proposals submitted after the above deadline will be accepted.

Contact: Theresa Prasil, City Administrator / Secretary
Phone (254) 739-2547 Fax (254) 739-2433
administrator@cityofteaguetx.com



The City of Teague is accepting Competitive Sealed Proposals for CONTRACT MOWING SERVICES TO INCLUDE THE MOWING AND/OR REMOVAL OF GRASS AND WEEDS/VINES FOR ALL CITY OF TEAGUE OWNED PROPERTY. The contract shall be for a period beginning January 1, 2019 through September 30, 2020 with an option for three (2) additional one-year (October 1 -September 30) renewals if, both parties agree.

PROPOSERS MUST SUBMIT THE COMPLETE ORIGINAL RFP PACKET. Proposals will be received by the City Secretary's office, located at 105 South 4th Avenue Teague, Texas 75860 UNTIL 11:30 AM LOCAL TIME, on December 11, 2018. Proposals will be publicly opened and read aloud on December 11, 2018 at 11:30 AM. for products/services listed above.

Specifications, proposal forms and instructions to proposers are posted on www.cityofteaguetx.com for vendors to download. The City of Teague ("City") is not responsible for any vendor's costs associated in the preparation of the proposal. Also, should a vendor propose an alternate, any test costs to prove equality of product will be at the expense of the vendor, not the City.

Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.

Any technical questions should be directed to Jacob Cowling, Public Works Director by phone (254) 739-2547 or by email pwdirector@cityofteaguetx.com.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, in the best interest pf the City.

PROPOSERS-READ VERY IMPORTANT

***** VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

- PROPOSAL PACKET:** You must submit every document specified in the proposal packet.
- PERIOD OF CONTRACT:** Contract will be for a period beginning January 1, 2019 and ending September 30, 2020. The Teague Board of Aldermen's approval with an option to renew for two (2) additional one (1) year periods, if both parties agree.
- GENERAL CONDITIONS:** This contract shall be for the primary purpose of cost-effective professional contract mowing service for the City of Teague owned properties. However, the City reserves the right to purchase services from the next two lowest proposers should the primary vendor (low proposer) be unable to supply the requirements of the City. The next lowest proposer shall be called, if also unable to supply, the third lowest proposer shall be called. If none of the three lowest proposers are able to supply services as required, the City reserves the right to purchase services on the open market.
- ORDERING:** Material, if any, furnished under this contract shall be ordered by the issuance of a purchase order by the City of Teague.
- CANCELLATION OF CONTRACT:** The City may terminate this contract with a thirty (30) day written notice.
- INVOICING AND INSURANCE** Invoices and insurance will be sent to the following:
City of Teague
105 South 4th Avenue
Teague, Texas 75860
- NON-APPROPRIATION FUNDS:** Non-appropriation of funds for services or purchases by the City shall render this contract null and void.
- INSURANCE REQUIREMENTS:** Please read the insurance requirements. Make sure you can meet them as listed. If you are awarded the proposal, you must be able to obtain the necessary insurance within ten (10) days.
- QUESTIONS:** Any technical questions regarding these specifications or contract may be directed to Jacob Cowling, at (254) 739-2547 or pwdirector@cityofteaguetx.com on Monday through Friday, between the hours of 8:00 AM – 5:00 PM.

INTENT

It is the intent of these specifications to describe the professional contract mowing service for the City of Teague owned properties, in order to establish an annual contract. The contract awarded as a result of this Request for Proposal shall be for a period beginning January 1, 2019 through September 30, 2020 with an option for three (2) additional one-year (October 1 -September 30) renewals if, both parties agree.

- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.

- The City may award orders to secondary vendors in cases where contract cannot be fulfilled by the primary source receiving the award.

MINIMUM SPECIFICATIONS

The City is requesting proposals for Competitive Sealed Proposals for **CONTRACT MOWING SERVICES TO INCLUDE THE MOWING AND/OR REMOVAL OF GRASS AND WEEDS FOR ALL CITY OF TEAGUE OWNED PROPERTY**. The Scope of Work is attached as Exhibit A. Bids must include the itemized price sheet, attached as Exhibit B. All improvements shall meet the City specifications.

TERMINATION CLAUSE: Either party may terminate this agreement by providing the other party thirty (30) days prior written notice to terminate.

SIGNATURE AND COMPANY INFORMATION

Company Name	
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Tax ID Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

SUBMITTAL OF PROPOSAL:

REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL RFP PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS “NON-RESPONSIVE TO SPECIFICATIONS” AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure envelope is completely and properly identified and sealed, showing the proposal number, proposal due date and proposal name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED!**

Mailing Address or Hand Delivery or Delivery Service

City of Teague
City Secretary’s Office
105 South 4th Avenue
Teague, Texas 75860

PROPERLY IDENTIFIED SEALED ENVELOPE

(RETURN ADDRESS)	(STAMP)
CITY OF TEAGUE CITY SECRETARY’S OFFICE 105 SOUTH 4TH AVENUE TEAGUE, TEXAS 75860	
PROPOSAL DEADLINE AND OPENING: DECEMBER 11, 2018 at 11:30 AM PROPOSAL NAME: BEST VALUE CONTRACT MOWING SERVICES	

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporations, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

EXECUTION OF OFFER

It is understood by the undersigned that the right is reserved to reject any or all written Proposals for this service. The prices stated in response to the RFP includes the furnishings of all products. In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this Proposal with a false statement is a material breach of Contract and shall void the submitted Proposal or any resulting Contracts and the Proposer may be removed from all Proposal lists. By signature below the Proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this Proposal.

Company Name	
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

ACCOUNTS REFERENCE LISTING

All proposers should enclose an Accounts Reference Listing, having a minimum of three (3) customers where the proposer has supplied the items and services listed in this bid.

Please provide company name, contact person, address, phone number and email address (if known).

Company Name	Contact Person	Address	Phone Number	Email Address (if known)

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Teague’s proposal process. The City contact referenced on this Invitation to Bid will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

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

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

State of Texas HUB Program
 Texas Building Procurement Com.
 PO Box 13047
 Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
 Regional Certification Agency
 624 Six Flags Drive, Suite 216
 Arlington, Texas 76011
(817) 640-0606

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

Company Name	
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

CHECK ALL THAT APPLY:

Minority-Owned Business Enterprises _____

Women-Owned Business Enterprises _____

Disadvantaged Business Enterprises _____

CITY OF TEAGUE INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City, their officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, the City and Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the Contractor's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Teague Contracts. I have read the provisions and agree to the terms of these provisions.

Company Name

Signature

Title

Date

**CITY OF TEAGUE
INSTRUCTIONS TO PROPOSERS**

1. ELIGIBLE PROPOSERS

Proposers are limited to those persons or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

2. PROPOSAL DELIVERY

Proposals must be received in the City Secretary's office prior to the stated due date and time. It is the sole responsibility of the Proposer to ensure timely delivery of the completed RFP. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the proposer. Late proposals will be returned to the proposer unopened.

Proposers are reminded that the U.S. Postal Service deliveries may be delayed. Proposers are responsible for on-time deliveries of proposal documents to the City of Teague, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

3. PROPOSAL DOCUMENTS

Review of Documents: Proposers are expected to examine all documents that make up the proposal. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the proposal. The City assume no responsibility for any errors or misrepresentations that result from the use of incomplete Proposals.

Location of Documents: The Department Head or designee issues RFPs. The location and phone number are specified in the RFP.

Preparation of Proposal: Each proposer must furnish the information required by the proposal on the documents provided. Proposals submitted on other than the forms included in the proposal package may be considered nonresponsive. Any attempt to alter the wording in the proposal may result in rejection of the proposal.

Taxes: Purchases of goods or services for the City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful proposer should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal: If the proposal indicates brand name or "equal" products are acceptable, the proposer may proposal an "equal" product as an alternate proposal but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the proposer shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Proposals shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

Signature: The proposer must sign each document in the proposal requiring a signature (when applicable). If addenda are issued, the proposer must initial any physical change made to the proposal.

Bid bond: If a bid bond is required for this purchase, the requirement will be reflected in the specifications of the proposal package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the proposal submitted) must be submitted at the time the proposal is submitted. The bond company must be licensed to do business in the state of Texas.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and clearly marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Proposal Preparation Costs: All costs associated with preparing a proposal in response to a proposal solicitation shall be borne by the proposer.

Payment Terms: All payment terms shall be "Net 30 Days" unless specified in the proposal document.

Credentials: Copies of W-9, business licenses, professional certifications or other credentials, together with evidence that Proposer, if a corporation, is in good standing and qualified to conduct business in Texas must be included in the proposal packet.

4. SUBMISSION OF PROPOSALS

By submitting a response, each Proposer certifies that it understands this RFP and has full knowledge of: 1) the scope, nature, quality, and quantity of the work to be performed, 2) the detailed requirements of the services to be provided; and 3) the conditions under which the services are to be performed and that it had the right to ask any relevant questions prior to submission of the proposal. Each Proposer certifies that it understands that all costs relating to preparing and responding to this RFP are the sole responsibility of the Proposer. The Proposer acknowledges and understands that the contract will be awarded to the Respondent who provides the **BEST VALUE** to the City for these services based upon the criteria noted herein.

The Proposer shall read and understand the circumstances, requirements, and procedures under which this RFP is provided, including undertaking an inspection of the Property at issue, before submitting a proposal to the City.

Unless otherwise specified, proposers are required to submit the following:

- "original" signed proposal packet;
- one (1) copy of original proposal packet;
- flash drive of completed proposal packet documents

Documents Required With Proposal: ALL ENCLOSED DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL PRIOR TO THE DEADLINE.

Addendums: Receipt of Addendums must be acknowledged by signing and returning Addendums with the proposal, if requested. It is the proposer's responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through www.cityofteaguetx.com (when applicable) and in the City Secretary's office. Failure to return any and all issued addendums, if requested, may adversely affect the proposer's opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

Modification of Proposal: Proposals may be modified in writing at any time prior to the due date and time.

Withdrawal of Proposal: Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the proposer) at any time prior to the due date. A proposal may also be withdrawn in person by a proposer, provided the withdrawal is made prior to the due date. The proposer must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing proposal.

6. OPENING OF BIDS

The Public Works and/or Parks department representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open and read aloud all proposals received on time.

7. EVALUATION FACTORS AND AWARD

Evaluation: Proposers may furnish pricing for all or any portion of the proposal (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City. Proposals that specify an “all or none” award may be considered if a single award is advantageous.

Award: The City shall award the proposal to the lowest responsible proposer or to the proposer who provides goods or services at the best value for the City. When determining the “best value”, the following criteria will be considered:

- Description of Contractor’s experience in providing the services requested. Max. Value - 20%
- Key personnel and proposed staffing plan. Max. Value - 10%
- Inventory of materials, equipment and supplies to be used by the Contractor. Max. Value 10%
- A minimum of three (3) references from parties on whose behalf services of similar size and structure to the Scope of Work described in this RFP in the past five (5) years for clients with which the Contractor had two (2) or more years of successful service. Max. Value 20%
- Price and sufficiency/completeness of bid information. Max. Value 40%

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

Acceptance of Proposal: Acceptance of a proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a proposal for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a proposal shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the proposal;
2. Extend the proposal opening date and time;
3. Consider and accept alternate bids, if specified in the proposal documents, when most advantageous to the City;
4. Waive as an informality minor deviation from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;

5. Waive any minor informality in any proposal or proposal procedure (a minor informality is one that does not affect the competitiveness of the proposer);
6. Add additional terms or modify existing terms in the proposal;
7. Reject a proposal because of unbalance unit proposal prices;
8. Reject or cancel any or all proposals;
9. Reissue a proposal; and/or
10. Procure any item by other means.

8. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER

Certificates of Insurance: When insurance is required, the proposer must provide certificates of insurance in the amounts and for the coverage required to the Public Works Department within ten (10) business days after notification of intent to award, or as otherwise required by the proposal specifications.

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the proposer must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the proposal specifications.

9. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with proposal requirements.

10. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

CITY OF TEAGUE STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised RFPs; however, these may be superseded, whole or in part, by the **Instructions to Proposers** or data contained herein.

***** VENDOR TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS “NON-RESPONSIVE TO SPECIFICATIONS” AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

2. SHOULD YOU CHOOSE NOT TO SUBMIT, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, proposer must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire proposal.
6. **ALTERNATE AWARD:** The City reserves the right to award a vendor proposal as an “ALTERNATE AWARD”. The alternate vendor's proposal shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.
7. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the proposal document.
8. **PAYMENT TERMS:** All Payment terms shall be net 30 and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, proposal must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
10. **DELIVERY PROMISE-PENALTIES:** Proposals MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a proposer to meet delivery promises without valid reason may be cause for removal from the Bidder's List. When delivery delays can be foreseen, the proposer shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, etc., pertaining to the proposal/quotation.

13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid.
15. **FUNDING:** The City of Teague is a type a general law, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
16. **ASSIGNMENT:** The successful proposer shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City
17. **AUDIT:** The City reserve the right to audit the records, as it pertains to this proposal, and performance of the successful proposer during the term of the contract and for three years after the contract is completed.
18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by State Law.
19. **PROTEST:** All protests regarding the proposal solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of proposals. This includes all protests relating to advertising of proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the proposal process.
 - This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
 - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **SUMMARY SHEET:** Proposers desiring a copy of the proposal summary/tabulation may request same by enclosing a self-addressed stamped envelope with proposal. **PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Teague Public Works Department (254) 739-2547.
21. **LATE PROPOSALS:** Proposals received in the City Secretary’s office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City are not responsible for lateness of mail, carrier, etc.
22. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.
23. **PRESENTATION OF PROPOSAL:** No oral, telegraphic, telephonic, or facsimile proposal will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City and City of Teague in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this RFP and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Teague. Addendum will be sent to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addendums by signing and returning in proposal packet (if requested).
26. **CONTRACTOR SHALL**, release, defend, indemnify and hold harmless the City and their officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney’s fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter “claims”). Contractor is expressly required to defend the City against all such claims.

27. **TERMINATION FOR DEFAULT:** The City reserve the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserve the right to terminate the contract immediately in the event the successful proposer fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award proposal to another proposer, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful proposer.
28. **TESTING:** The City reserve the right to test equipment, supplies, material and goods proposal for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.
29. **REMEDIES:** The successful proposer, City agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Teague, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this proposal shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.
32. **NO PROPOSAL:** If proposer does not wish to proposal at this time but wishes to remain on the proposal list for this product/service, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive request for bids/quotes, proposer shall be removed from proposal list. If, however, you choose to "NO BID" this product and/or service and wish to remain on proposal list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City are very conscious and extremely appreciative of the time and effort you have expended to submit a proposal. We would appreciate you indicating on your "NO BID" response any requirements of this proposal request, which may have influenced your decision to "NO BID".
33. **F.O.B/DAMAGE:** Proposals shall be F.O.B. inside Delivery, Municipal Facility, Teague, Texas, and shall include all delivery and packaging costs. The City assume no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
34. **PROPOSAL OPENINGS:** All bids submitted will be read at the regularly scheduled proposal opening for the designated project. **However, the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accept such proposal as responsive.**
- The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and, according to state law, all bids received will be available for inspection at that time.
35. **TERMS:** The terms and conditions of the proposal will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low proposal.
36. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a preestablished standard due to existing like items. Offerors may offer items to equal stature and the burden of proof of such stature rests with offerors. The City shall act as sole judge in determining equality and acceptability of products offered.

37. **RIGHT OF INSPECTIONS:** The City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
38. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the City, and the offeror.
39. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
40. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City. Any violation of this provision shall render this contract voidable at the discretion of the City.
41. **TARGET Teague:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from Teague businesses whenever such goods and services are comparable in availability, quality, and price.
42. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
43. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
44. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** A prospective proposer must affirmatively demonstrate proposer's responsibility. The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
45. **NON-RESIDENT PROPOSERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident proposer's state.
46. **ALTERNATE AWARD:** The City reserve the right to award a vendor's proposal as an "ALTERNATE AWARD". The alternate vendor's proposal shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.

NO BID SHEET

FOR

PKS-2019-1

If your firm has chosen **not** to submit a proposal for this procurement, please complete this form and submit to:

**City of Teague
City Secretary
105 South 4th Avenue
Teague, Texas 75860**

Please check the items that apply:

Do not sell the item(s) required.

Cannot be competitive.

Cannot meet the Specifications highlighted in the attached Bid.

Cannot provide Insurance required.

Cannot provide Bonding required.

Cannot comply with Indemnification requirements.

Job too large.

Job too small.

Do not wish to do business with the City.

Other reason. _____

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____) _____ Fax Number: (____) _____

INSURANCE COVERAGE REQUIRED

SECTION A. The awarded vendor shall furnish a completed Insurance Certificate to the City within ten (10) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

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

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

1. *Worker' Compensation*

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than \$100,000 for each accident.

2. *General Liability*

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. *Auto Liability*

- (a) Bodily injury - \$500,000
- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the City Secretary's office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City shall be named as additional insured parties on Contractor's general liability policy and any excess/umbrella liability insurance policies.

**PROPOSERS - READ CAREFULLY THE
FOLLOWING PAGES**

VENDORS-PLEASE READ AND COMPLETE THE FOLLOWING.

**IF MORE INFORMATION IS NEEDED, PLEASE CALL
(254) 739-2547.**

WHAT IS A “CONFLICTS DISCLOSURE STATEMENT” AND DO I HAVE TO FILE ONE?

What is H.B. 914?

Effective January 1, 2006, H.B. 914 requires any vendor that wishes to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The conflict of interest questionnaire (FORM CIQ) is available online at www.ethics.state.tx.us.

What vendors are subject to H.B. 914?

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.

Does this include a person who buys city property?

The bill appears to apply to all persons or businesses who conduct business with a city, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

With whom should the statement be filed?

The statement will be filed with the City of Teague City Secretary’s Office, 105 South 4th Avenue Teague, Texas 75860.

Who must file a “conflict of interest questionnaire”?

Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a proposal on a city contract) must file a questionnaire.

To what type of contracts does the bill apply?

As written, the bill appears to apply to any purchase or sale made by the city. When must a vendor file the conflict of interest questionnaire? A person who wishes to conduct business with a city must file a questionnaire no later than seven days after the date the person begins contract discussions or negotiations with the city or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties ([Form 1295](#))**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

[Chapter 46](#), Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

[Frequently Asked Questions](#)

EXHIBIT A

Scope of Work

Notwithstanding the general Scope of Work provided in this Section, the City as its representative, in its sole discretion, shall have the absolute right to limit or decrease the services provided by the successful bidder, at any time, and as necessary and in the best interest of the City. Accordingly, all bids submitted to the City shall be priced per individual service, as shown on the attached Bid Sheet.

I. Contract Mowing Services

The following City of Teague owned properties will require mowing services, including weeding and removal of vines from all beds, around trees, equipment, buildings and fences to include a 10' radius around the exterior of all fences:

- a. Teague Municipal Airport, County Road 856 @ North FM 80; approximately 29.51 Acres: twelve (12) times a year.
- b. City Hall 105 South 4th Avenue, Aycock Main Street Park 412 Main Street, Police Department 315 Main Street & Main Street Side Walks: thirty-nine (39) times a year.
- c. City Yard/Collection Center/Storage, 518 Magnolia Street; approximately 6.06 acres: nineteen (19) times a year.
- d. City Lake, 180 County Road 888; approximately 28.6 acres: twelve (12) times a year.
- e. 11 Wastewater Lift Stations; nineteen (19) times a year.
 - 1200 Cypress Street
 - 1200 South 9th Street
 - 512 Webb Street
 - 1512 Poplar Street
 - 2875 Main Street
 - 1308 North 1st Street
 - 1200 West Main Street
 - 410 Snipes Street
 - 844 US Highway 84
 - 810 US Highway 84
 - 745 US Highway 84
- f. Two (2) City Parks, 600 North 8th Avenue; approximately 22.73 acres and 800 Jefferson Street; approximately 6.67 acres: thirty-nine (39) times a year.
- g. Two (2) Wastewater Plants, 862 West US Highway 84; approximately 36.8 acres and 300 South Roberts Lane; approximately 13.3 acres: twelve (12) times a year.
- h. Two (2) Water Storage Tanks, 500 North 5th Avenue; approximately .32 acres and 303 FM 553; approximately .41 acres: nineteen (19) times a year
- i. Two (2) Water Wells, 380 FM 553; approximately .5 acres and 342 Northline Road; approximately 1.12 acres: twelve (12) times a year.
- j. Monitor and maintain water irrigation system.

**EXHIBIT B
ITEMIZED PRICE SHEET**

Notwithstanding the general Scope of Work provided below, the City, as its representative, in its sole discretion, shall have the absolute right to limit or decrease the services provided by the successful bidder, at any time, and as necessary and in the best interest of the City. Accordingly, all bids submitted to the City shall be priced per individual category at an annual service rate.

For a more detailed description of the services to be provided to the City see section EXHIBIT A, Scope of Services.

DESCRIPTION	Mowing Unit Cost	Mowing Total Cost
Teague Municipal Airport 12 times a year		
City Hall, Aycock Main St Park, Police Department & Main Street Sidewalks 39 times a year		
City Yard/Collection Center/Storage 19 times a year		
City Lake 12 times a year		
11 Wastewater Lift Stations 19 times a year		
2 City Parks 39 times a year		
2 Wastewater Plants 12 times a year		
2 Water Storage Tanks 19 times a year		
2 Water Wells 12 times a year		
TOTAL OVERALL BID PRICE	XXXXXXXXXXXXXXXXXXXX XXXX	