

ADVERTISEMENT FOR BIDS

Sealed bids addressed to the City Manager of the City of Seguin, Guadalupe County, Texas will be received at the Seguin City Hall, 205 North River, Seguin, Texas 78155, until **2:30 P.M., October 30, 2012 (CDST)**, for ***Tree Trimming Services***. Any bid received after 2:30 P.M. will be returned unopened. The bids will be publicly opened and read aloud at the Seguin City Hall at 3:00 p.m. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum), clearly marked as follows:

SEALED BIDS

Tree Trimming Services

City of Seguin Bid Package No. 47-2013-01

To be opened at 3:00 p.m., Tuesday, October 30, 2012

The City of Seguin reserves the right to reject any or all bids and to waive informalities. No bid may be withdrawn within ninety (90) days after the date on which bids are received.

Douglas G. Faseler, City Manager
CITY OF SEGUIN, TEXAS

CITY OF SEGUIN
205 N. RIVER STREET
SEGUIN, TEXAS 78155



BID SPECIFICATIONS
FOR
TREE TRIMMING SERVICES

BID NO. 47-2013-01

October 5, 2012

Prepared by
City of Seguin Purchasing Department

TABLE OF CONTENTS

**SECTION I
GENERAL CONDITIONS**

Definition of Terms	1
Submission of Bids	1
Anti-Lobbying Provision	2
Withdrawal of Bids.....	2
General Conditions	2
Description of Goods	3
Preparation of Bid	3
Clarification to Bid Documents	4
Exceptions	4
Addenda	4
Rejection of Bids	5
Award of Contract.....	5
Contract	6
Reservations.....	6
Warranties	6
Protests	7
Shipment & Delivery	8
Payments.....	9
Discounts.....	9
Assignment.....	9
Waiver	9
Force Majeure.....	9
Gratuities.....	9
Termination.....	10
Entirety of Agreement/Amendments.....	10
Severability.....	10
Insurance.....	10
Indemnity	10
Confidentiality.....	11
Conflict of Interest	11
Notices	11
Questions	11

**SECTION II
SPECIFIC INFORMATION FOR VENDORS**

Introduction	12
Term of Contract.....	12
General.....	12
Compliance with Laws	12

Bid Opening..... 12
Scope of Services 12
Change Orders 13
Assignment..... 13
Equipment..... 13
Experience..... 13
Performance Requirements..... 14
Insurance Requirements..... 16

SECTION III

Bidders Proposal Form..... 17
Acknowledgement of Addenda 18
Bidders Exception Form 19
Attachment A – Insurance Requirements..... 20
Attachment B – Sample Contract 22

SECTION I

TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

1. DEFINITION OF TERMS

In this contract:

A. Bid documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.

B. Bidder means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.

C. Bid or Proposal means an offer to perform the requirements specified herein. Furnish or provide means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

D. City, Purchaser, or Owner shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.

E. Contract means the contract awarded pursuant to this solicitation.

F. Contractor means the bidder to which a contract award has been made by the City.

G. Purchase Order means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

A. The Bidder shall provide itemized price quotations and delivery schedules for the specified items/services outlined in this bid. Sealed bids addressed to the City Manager's Office, City of Seguin, 205 N. River St., Seguin, Texas 78155 will be received until 2:30 p.m., Tuesday, October 30, 2012, and be publicly opened and read at 3:00 p.m. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked as follows:

SEALED BIDS

Tree Trimming Services

City of Seguin Bid Package No. 47-2013-01

To be opened at 3:00 p.m., Tuesday, October 30, 2012

B. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid will be rejected. Facsimile bids will not be accepted.

C. Bids which are received after the date and time set for the bid opening will not be considered.

D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date.

3. ANTI-LOBBYING PROVISION

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Assistant Director of Finance for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

4. WITHDRAWAL OF BIDS

A Bidder may withdraw a bid only by a written request received the Assistant Director of Finance prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

5. GENERAL CONDITIONS

Bidders will submit their bids upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

C. All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

D. Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

E. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

F. The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

6. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "OR EQUAL" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

7. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or Vendor but rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

C. The City of Seguin is not liable for any costs incurred with replying to this IFB.

D. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and the total price, the unit price will govern.

E. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

F. Alternate bids will not be considered unless expressly authorized by the bid documents.

G. The prices quoted in the bid shall be firm and not subject to escalation except where otherwise clearly indicated by the Bidder. If the prices are subject to escalation, Bidder shall provide the basis for the escalation.

H. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

I. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

J. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

K. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision. (See paragraph 11A.(11)).

L. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

M. If a bid bond is required, the submitted bond must be an original submitted in the form required by the City in the Bid Documents.

8. CLARIFICATION TO BID DOCUMENTS

If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Assistant Director of Finance. A request for clarification must be received by the Assistant Director of Finance no later than fourteen (14) days prior to the scheduled bid opening.

9. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

10. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Assistant Director of Finance. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: www.seguintexas.gov. It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

11. REJECTION OF BIDS

A. The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

1. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.
2. Bidder's current violation of any City ordinance.
3. Bidder's misstatement or concealment of any material fact in the bid.
4. The bid's nonconformance to law or the requirements of the bid.
5. Failure to use the bid/proposal form furnished by the City of Seguin.
6. Failure to properly complete the proposal.
7. Lack of signature by an authorized representative on the proposal form.
8. Alteration of bid form.
9. Evidence of collusion among proposers.
10. Omission of proposal guarantee (if required).
11. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

12. AWARD OF CONTRACT

A. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of Bidder, past relationship with City, long term cost, safety record, operating history of equipment, conformance to specifications, delivery, and other factors as deemed appropriate by the Purchaser.

B. The contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City, based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract. If the contract is bid with alternatives, the City reserves the right

to select any combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

C. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid.

13. CONTRACT

A. This Invitation for Bid (IFB), combined with the Vendor's response (bid) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.

B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. BY submitting a bid, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in this IFB and to be further bound to the representations and information the vendor provides in his response to this IFB.

C. Acceptance of bidder's offer may be in the form of a "notice of award", a P.O. (purchase order) or a "contract".

14. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

- A.** Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B.** Extend the bid closing time and date. Notification will be made by addendum;
- C.** Reissue a bid invitation or proposal;
- D.** Procure any item by other allowable means;
- E.** Increase or decrease the quantity specified, unless the bidder specifies otherwise;
- F.** Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the city, and/or the waiver otherwise results in a measurable benefit on behalf of the city;
- G.** Consider and accept an alternate bid as provided herein when most advantageous to the City;
- H.** Extend any contract when most advantageous to the City;
- I.** Award any bid to multiple parties if it is in the best interest of the City;
- J.** Purchase off of existing contracts available to the City through "Cooperative Purchasing Agreements" if available.

15. WARRANTIES

A. WARRANTY FOR PRODUCT: The Contractor warrants to the City that all goods delivered will

conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

B. WARRANTY FOR PRICE: The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor without liability to Contractor for breach or Contractor's actual expense.

C. SAFETY WARRANTY: Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

16. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Assistant Director of Finance is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Assistant Director of Finance.

C. The protest may be delivered in person to the department offices located at 816 Fred Byrd Drive, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Assistant Director of Finance, PO Box 591, Seguin, Texas 78156-0591.

D. The written protest must include the following information before it may be considered by the City:

- 1.** Name, mailing address, and business phone number of the protesting party;
- 2.** Identification of the bid or proposal being protested;
- 3.** A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
- 4.** Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or

proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

17. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the IFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this IFB shall be new and unused unless noted elsewhere in this IFB.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required and include weekends and holidays. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid. "TIME OF THE ESSENCE FOR DELIVERY" section of specifications shall govern the delivery date(s), if such section is included within the specifications.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

18. PAYMENTS

A. Payment of invoices by the City shall be made in full thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

Each invoice must reference the City of Seguin contract, agreement, or P.O. number;
Only one contract, agreement, or project shall be billed on a particular invoice;
Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. DISCOUNTS

Prompt payment discounts will not be considered in determining low bids and making awards.

20. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

22. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

23. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the

awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

24. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of the City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

25. ENTIRETY OF AGREEMENT/AMENDMENTS

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

26. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

27. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

28. INDEMNITY

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any

kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

29. CONFIDENTIALITY

The City of Seguin is governed by the Public Information Act (“The Act”), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

20. CONFLICT OF INTEREST

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official’s family member; or has given a gift worth more than \$250 to a city official or city official’s family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City Secretary within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us.

21. NOTICES

All notices called for or required by this agreement will be addressed to the party shown below, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

Assistant Director of Finance, City of Seguin, 205 N. River, Seguin, TX 78155

22. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed in writing to the Assistant Director of Finance and be referenced by bid number.

SECTION II
SPECIFIC INFORMATION FOR BIDDERS

1. INTRODUCTION

The City of Seguin is currently seeking qualified bidders to submit proposals for *Tree Trimming Services*. Contractor shall furnish all supervision, labor, transportation, equipment and materials necessary to trim trees, brush and other vegetation interfering with City of Seguin distribution power lines. It is the intent of this section to provide bidders with specific information and data necessary to prepare and submit a bid proposal.

2. TERM OF CONTRACT

Bidders are advised that for purposes of this project the City intends to award an annual contract for the period of October 1, 2012 – September 30, 2013. The contract may be extended subject to written notice of agreement between the City and the successful bidder for two (2) additional one (1) year periods beyond the primary contract period. The City of Seguin must provide vendor written notice of renewal or desire to bid sixty (60) days prior to contract expiration date.

3. GENERAL

It is the intent of this section to provide bidders with specific information and data necessary to prepare and submit a bid proposal for *Tree Trimming Services*.

4. COMPLIANCE WITH LAWS

All bidders involved shall observe and comply with all federal, state and local applicable laws, standards and regulations as they may be applicable to this bidding process.

5. BID OPENING

Bids will be received at the City Manager's Office, City of Seguin, 205 N. River St., Seguin, Texas 78155 until 2:30 p.m., October 30, 2012, and then publicly opened and read aloud at 3:00 p.m. CST.

6. SCOPE OF SERVICES

- A. The Contractor agrees to furnish all supervision, labor, transportation, equipment and materials necessary to trim trees, brush and other vegetation interfering with City of Seguin distribution power lines. This shall include the prompt and proper removal of all cut debris and proper disposal at an approved dumping site.
- B. All work is to be performed with the lines and equipment energized unless previous arrangements have been made with City of Seguin supervisory personnel to de-energize and properly ground the line and/or equipment. Under no circumstances shall the contractor take it upon himself to de-energize any line or equipment on their own.
- C. Before work commences, the Contractor shall also provide to City of Seguin the name(s) and contact numbers of the area supervisor and trimming foreman. This information shall be updated by written notification to the City any time there is a change in personnel. Before work commences each day and when a significant change in the location where crew will be working has occurred, the trimming crew shall call in their work location to the Utilities Dispatcher.

7. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. City of Seguin reserves the right to request modification of crew numbers and crew structure as the work progresses, on an as-needed basis. Any proposed changes to work to be performed, whether initiated by the City or the vendor, must receive final approval in the form of a written Change Order signed by the appropriate authorized City of Seguin and Contractor personnel. The Change Order shall reflect any price reduction or increase.

8. ASSIGNMENT

Vendor may not sell, assign, pledge, transfer, or convey any interest in this contract nor delegate the performance of any duties hereunder by transfer, by subcontracting or by any other means without the written consent of City of Seguin. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee, or subcontractor. Any attempt to transfer, pledge, or otherwise assign this Contract without said written approval shall be void and shall confer no rights upon any third person.

9. EQUIPMENT

A. The equipment that will be used for the tree trimming operation must all be relatively new and maintained in sound mechanical condition. Both hydraulic and gas operated saws and trimmers shall be present and in good working order at all times. A listing of large equipment by year model must accompany the bid. In the event of repetitive operational or mechanical problems with any piece of equipment, Vendor must replace that equipment immediately upon request from City of Seguin.

B. No equipment maintenance is to be performed in the field other than routine repairs, such as saw chain replacement, pruner blade replacement, etc. **In the event a large piece of equipment becomes inoperable during the workday, it must be reported to City of Seguin Electric Superintendent immediately or at least by the end of the workday. All equipment problems, including hydraulic leaks, shall be addressed immediately, unless otherwise approved by Electric Superintendent.** If the breakdown results in a period of no production by the trimming crew, City of Seguin shall not be billed for labor or equipment charges for the nonproductive time period.

10. EXPERIENCE

A minimum of 5 years' experience working in the electric utility industry in the tree care operations is required. **Bidders shall include a list of references in the bid package which includes investor-owned, electric co-operatives, municipalities or other publicly owned electric utilities for which the Contractor is presently working or has worked in the past. The reference list should include dates of employment with each reference listed. Name, address and contact information should be included for each reference listed.**

11. PERFORMANCE REQUIREMENTS

A. City of Seguin's distribution system voltage is 7200/12470. The Contractor will be responsible for trimming brush, limbs and trees from City of Seguin's right-of-ways. This will entail climbing in restricted areas where equipment access is not available.

B. Notification: The Contractor will be responsible for notifying all customers of impending work before any trimming is commenced. This may be done by door hangers that are approved in advance by City of Seguin.

C. Clearance: The Contractor shall provide a tree to conductor clearance of six feet (6') from the primary and three feet (3') from service drops.

D. Pruning/Cutting Requirements: A directional method of pruning shall be used wherever possible to help train the tree growth away from the facilities. An attempt shall be made to secure permission from the owner to remove or cut back all growth to a suitable lateral that may come into contact with City of Seguin's facilities in the event it should break or hinge down. The trimming crew shall be knowledgeable of "**Oak Wilt**" and how to recognize it. All precautions shall be taken to sterilize all trimming equipment whenever cutting around oak trees. All oak tree wounds shall be painted with an approved pruning paint or whenever a customer requests it on other species of trees. **Without exception, if an oak shows signs of oak wilt, it shall not be trimmed and it will be reported to the City of Seguin Electric Superintendent.**

E. Tree Removal: Without exception, any tree needing total removal will be reported to the City of Seguin Director of Utilities prior to removal.

F. Customer Refusal: All customer refusals shall be directed to the Contractor's area supervisor for follow-up at the end of the workday. Every effort shall be made by the Contractor's area supervisor to gain permission from the landowner to trim. In the event the supervisor is unable to gain permission from the landowner, a City of Seguin "Refusal Document" shall be completed and submitted to the City of Seguin Electric Superintendent for follow-up.

G. Job Site Clean Up: The Contractor shall promptly clean and haul away all trimming debris from the job site and properly dispose of it at an approved dumpsite. The job site shall be left in a "*broom clean*" condition. Debris will never be left on a customer's property after the day of trimming in that location.

H. Dump Site: The City of Seguin shall be responsible for providing Contractor a dumping site prior to the start of the contract. This facility shall be strategically located in the Utility Warehouse area.

I. Service Interruption: In the event of a service interruption to a customer caused by a Contractor's crew in the performance of work, the crew foreman shall notify the City of Seguin Electric Superintendent and/or dispatcher immediately.

J. Safety: All work shall be performed in accordance with established safety practices, including but not limited to those specified in **ANSI Z133.1**. The Contractor shall be solely and completely responsible for conditions on the job site, including the safety of all employees, property and the general public during the performance of work. This requirement applies to work conducted during normal working hours as well as work performed after normal working hours. City of Seguin evaluation of Contractor performance is intended to include review of the adequacy of the Contractors' safety measures in, on or near the work site. The Contractor is to provide and use all protective equipment necessary for the protection of the Contractor's employees and the general public, and to guard against interfering with the normal operation of City of Seguin facilities.

K. Work Day: The contractor will be expected to work the same eight-hour workday as City of Seguin Electric Department. These are normally from 7:00 AM – 3:30 PM, Monday – Friday. These hours allow for a half-hour lunch break and a 15-minute break in the morning and afternoon, all of which are to be taken on the job site in the field. Any deviation from the set scheduled hours must

be approved in advance by City of Seguin Director of Utilities. No personal vehicles will be allowed on the job site. All absent personnel must be reported to the City of Seguin Electric Superintendent when reporting to work in the morning. Any personnel that leave the job site must report their departure to the City of Seguin Electric Superintendent or dispatcher before leaving. If that employee returns to work before the end of the workday, they must report their return to work to the City of Seguin Electric Superintendent or dispatcher as well. The only exception to this is if a Contractor employee must leave for emergency reasons, in which case other Contractor employees must report the absence to the City of Seguin Electric Superintendent or dispatcher as soon as practicable.

L. Workstation: The Contractor will be assigned a designated parking area for equipment in the City of Seguin at 816 Fred Byrd Drive.

M. Personnel Requirements/Employee Conduct:

- 1) **The Contractor shall show proof of having a full time forester on staff and available as needed. Contractor shall include this documentation with bid proposal.**
- 2) The Contractor shall maintain proper staffing of crew. If Contractor exceeds the maximum authorized limits of labor and/or equipment at any time, Contractor will be responsible for all additional cost.
- 3) Crew makeup will be a three man aerial and climbing crew. The working foreman shall have a minimum of five (5) years' experience in tree climbing and trimming procedures. The trimmer shall have at least three (3) years' experience in climbing and trimming procedures. The helper will receive basic training and orientation by the contractor as to safety procedures and equipment operation. A fully detailed outline of equipment and employee information must accompany the bid proposal. City of Seguin reserves the right to determine the amount of equipment to be charged for in the crew makeup.
- 4) **Appearance:** All crewmembers will be required to maintain a neat, well-groomed appearance. This shall include a standard tree company uniform with emblem. Shirts shall be buttoned and tails tucked in with no silk screen designs or emblems other than company emblem. Pants shall be of the standard company uniform type and not have any tears or holes. Beards and/or over- the-collar haircuts will be acceptable, provided they are neatly groomed and maintained.
- 5) **Employee Conduct:** Professionalism and courtesy to the customer is required at all times. No use of customer's equipment or facilities will be permitted. No refuse from breaks or lunch will be left or disposed of on the customer's property. No "horseplay" will be permitted on the job. Unsafe or disorderly conduct by any Contractor employee shall result in immediate removal from the job site upon City of Seguin request.
- 6) **Intoxicants and Drugs:** No intoxicants or illegal drugs shall be allowed on the job site at any time. Employees or agents of the Contractors who are under the influence of any substance that may impair their actions or performance shall not be allowed on the job site at any time.

7) Communication Skills: Crew foreman must be able to effectively communicate with customers and other crewmembers (bilingual is desirable, but not required). All communications with customers must be done in a responsible, courteous and professional manner. If Contractor encounters any difficulties with a property owner, it shall be reported to the City of Seguin Electric Superintendent at the end of the workday. A City of Seguin supervisor will contact the customer to resolve the issue(s).

12. INSURANCE REQUIREMENTS

Bidders must review attached Insurance Requirements. The successful Vendor must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. A Vendor's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

SECTION III
BID PROPOSAL FORM
Bid Package No. 47-2013-01

Having carefully examined the Specifications, the undersigned bidder declares that the only person or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined, and this Bid is made in accordance therewith, locations, conditions and classes of materials of the proposed work; and agrees that the Bidder will provide all the necessary machinery, labor, tools, and apparatus and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein. The City reserves the right to accept or reject, in part or in whole, any proposals submitted and to waive any technicalities for the best interest of the City. Bidder agrees to perform all of the work listed in the proposal and as described in the specifications and shown on the plans, for the following prices:

Tree Trimming Services:

Bid Price per hour (include all costs for bucket truck, chipper, equipment, related tools and personnel)

\$ _____ (in figures)

Bid Price per Hour Written in Words

The above prices shall include **all** labor, materials, overhead, profit, insurance, etc. to cover the finished work of the kinds called for.

By: _____

Business Name

Printed Name

Address

Telephone

City, State, Zip

FAX

Email Address

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

By: _____

Printed Name

Address

Telephone

City, State, Zip

FAX

Email Address

ATTACHMENT A
INSURANCE REQUIREMENTS AND INDEMNITY

The Vendor will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Vendor or its agents, subcontractors or employees. Before commencing the work the Vendor will furnish to the City an original certificate or certificates in a form satisfactory to the City, showing that Vendor has complied with this paragraph. The Vendor shall not cause any insurance policy to be cancelled or permit it to lapse, and all insurance policies shall include an endorsement to the effect that the insurance policy shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City of Seguin, ATTN: Director of Finance, P.O. Box 591, Seguin, TX 78156-0591. The notice shall state the date when such cancellation or reduction shall be effective. The cancellation date shall not be less than thirty (30) days after such notice.

Commercial general liability and motor vehicle insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier’s right of subrogation against the City. The types and amounts of insurance required are set forth below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability	\$1,000,000 combined single limits
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$500,000 per occurrence

The stated limits of insurance are minimum requirements only. They do not limit the Vendor’s indemnity obligation, and it will be the Vendor’s responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The City’s acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Vendor from compliance with these requirements.

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

ATTACHMENT B

SAMPLE CONTRACT

LINE CLEARANCE AGREEMENT

THIS AGREEMENT made and entered into

This _____ day of _____, 2012

By and between

City Of Seguin

Hereinafter called "OWNER"

And

Hereinafter called "CONTRACTOR"

For the consideration hereinafter named, and subject to the terms and conditions set forth, the Owner and Contractor mutually agree as follows:

1. Contractor agrees to trim and remove trees and brush and to perform right-of-way clearing as needed to provide clearance for the wires of the Owner, at such time and place as may be designated in writing by authorized representatives of the Owner.
2. Contractor shall, at his own risk and expense, perform promptly and diligently all authorized work in a good, proper, and workmanlike manner in accordance with the specifications set forth by the ANSI A300 Standard local, state and federal guidelines, including the City's Oak Wilt Ordinance as found in Section 36.1 of the Seguin Zoning Ordinance.
3. All labor, tools, equipment, and transportation will be furnished by the Contractor. Contractor shall maintain a three person crew. Any deviation from the scheduled hours or crew make-up, as they are defined in the bid documents, must be approved in advance by Owner. Contractor's employees shall wear suitable work uniforms and be as clean and in as good appearance as the job conditions permit. They shall be expected to conduct themselves in an industrious and courteous manner. Contractor's equipment shall be kept in neat appearance and in good operating condition at all times. Modern tools shall be used and kept sharp, clean and in working order. Adequate first-aid supplies shall be part of the standard equipment of all vehicles.
4. It is mutually understood and agreed that the Contractor in doing this work is an independent contractor, and that the Contractor is to perform the work

5. covered by this agreement by such means and in such manner as the Contractor may choose under the directives of the Owner. All such work shall be subject to inspection at any time by representatives of the Owner. All persons employed by the Contractor in the performance of any work under this agreement shall be agents and employees of the Contractor and neither the Contractor nor any agents or employees shall be deemed as agents or employees of the Owner for any purpose whatsoever.
6. Contractor shall take necessary safety precautions to protect human life, public and private property. Contractor shall be solely responsible to use approved safety methods in the performance of all work to protect his employees and other persons. Contractor shall be solely responsible for all personal injury or property damage caused by the acts of omissions of Contractor or Contractor's agents and employees. Contractor agrees to indemnify, hold harmless, and defend Owner for any claims of property damage or personal injury caused by acts or omission of Contractor or Contractor's agents or employees.
7. The Contractor shall determine in advance the nature in all circuits involved. It is mutually understood that the Owner is intended to continue in normal operations at all times and the Contractor shall carefully guard against interfering with the normal operations of such circuits.
8. Contractor shall promptly remove all equipment upon completion of the work at each location and shall dispose of all brush and debris in conformity with ordinances and regulations and to the satisfaction of the property owners.
9. Contractor shall comply with all insurance requirements requested by Owner in bid request #47-2013-01 including obtaining workers compensation insurance.
10. Contractor shall comply with all Federal, State, County, Municipal and or other law, ordinances, rules, and regulations applicable to the performance of any work under this agreement and shall secure and pay all governmental licenses, deposits or fees required. Contractor accepts exclusive liability for and agrees to properly comply with all governmental requirements in regard to deductions and payment of Social Security Taxes, Withholding Taxes, Unemployment Compensation Contributions and any other similar taxes or contributions. Contractor shall remit to proper governmental authorities all sales or use taxes applicable to materials or equipment furnished.
11. As full consideration the Owner agrees and shall pay the Contractor for properly authorized and completed work at the rate of \$_____ per hour, provided the Contractor complies with the performance requirements set forth in the City of Seguin bid #47-2013-01. It is mutually agreed that these rates include all wages paid, insurance, paid holidays, taxes, supervision, hand tools, equipment operation cost, maintenance cost and any other associated labor or equipment cost.

12. Payment for such work shall be made by the Owner, within a reasonable time after the presentation of weekly invoices, subject to the approval and acceptance of the work by designated representatives of the Owner. Each invoice shall indicate the name, hours worked and bill rate of each employee furnished, and the hours of operations and billing rate for all equipment used.
13. The term of this agreement shall expire at the end of the Owner's 2012-2013 Fiscal Year (September 30, 2013). This agreement shall be effective until terminated by either the Contractor or the Owner giving the other party thirty days written notice.
14. The purpose of this agreement is to establish and set forth responsibilities, obligations, agreements and rates between the Contractor and the Owner.
15. This agreement and its exhibits, including the bid documents, evidence the entire agreement between the parties, and no modification thereof shall be effective unless evidenced in writing and signed by the parties hereto or their duly authorized agents.
16. This agreement shall extend to and be binding upon the successors and assigns of the parties hereto, but may not be assigned by the Contractor except with written consent of the Owner.
17. For purposes of this agreement, "Owner" means City of Seguin and its directors, officers, employees and agent, or any of them.

IN WITNESS WHEREOF: The parties hereto have executed this agreement in duplicate originals this day and year first above written.

OWNER:

City Of Seguin

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR:

BY: _____

TITLE _____

DATE: _____