



## NOTICE TO BIDDERS

### City of Rosenberg Parks Grounds Maintenance Bid Number 2018-16

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until **2:00 p.m., on Wednesday, July 18, 2018**, and all bids will be opened and publicly read in the City Council Chamber at approximately 2:00 p.m., on the same date for the award of contract for:

#### *City of Rosenberg Parks Grounds Maintenance Bid Number 2018-16*

All bids must be submitted at the time and place in the manner prescribed above. Bids must be delivered in a sealed envelope with return address and clearly marked "**BID Number 2018-16 City of Rosenberg Parks Grounds Maintenance**". The bidder's firm name shall appear on the outside of the envelope. Bids received after the closing time will be returned unopened.

Pursuant to Texas Government Code 2252.908, the successful bidder must be able to provide the City of Rosenberg with a printed and executed original of a completed Certificate of Interested Parties form (Form 1295) with the signed contract. Failure to do so will result in the City's inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>. The City's Identification Number (Item #3 on Form 1295) for the successful bidder to complete the Texas Ethics Commission (TEC) Form 1295 Bid Number 2018-16 will be **TXE2018-16**.

Specifications may be obtained from the Parks & Recreation Department, 3720 Airport Avenue, Rosenberg, Texas 77471, between the hours of 8:00 a.m., and 5:00 p.m., Monday through Friday. A Mandatory Pre-bid Conference will be held on **Wednesday, July 11, 2018**, at **9:00 A.M.** at the Parks and Recreation Office, 3720 Airport Ave., Rosenberg, Texas 77471.

If the amount of the bid exceeds \$50,000.00, an Official Bidder's Bond signed by both the Surety and Bidder, Cashier' Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

The City reserves the right to reject any and all bids or accept any bid deemed advantageous to it. Bids shall remain valid for sixty (60) days.

To obtain bidding documents, specifications, or you have other questions, please contact:

**City of Rosenberg**  
**Darren McCarthy, Parks and Recreation Director**  
**Telephone: 832-595-3960**  
**Fax: 832-595-3961**  
**E-mail: [dmccarthy@rosenbergtx.gov](mailto:dmccarthy@rosenbergtx.gov)**

Danyel Swint, City Secretary



**CITY OF ROSENBERG  
PARKS GROUNDS MAINTENANCE  
TECHNICAL SPECIFICATIONS  
BID NO. 2018-16**

**BRAZOS PARK**

**A. STATEMENT**

1. Brazos Park is located on the west side of FM 723 adjacent to the south of the Brazos River. The park is approximately 13.34 acres.
2. The Contractor will maintain all the turf area within the park as well as the drainage area parallel to FM 723.
3. The Contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

**B. GENERAL GROUNDS MAINTENANCE**

**February through October**

1. The Contractor will maintain Brazos Park grounds on a 1-week schedule of mowing and weed eating:
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects
  - d) Weed eat around playgrounds
  - e) Pull weeds and grass from playground mulch
  - f) Pull weeds from all landscape areas
  - g) Pull weeds from butterfly garden
  - h) Pull weeds from parks sign, welcome sign and trim shrubs
  - i) Mow the entire area at a height minimum of one (1) inch with a maximum of two (2) inches
  - j) Keep trails grass and weed free
  - k) Keep grass and weeds from basketball and tennis courts
  - l) Keep grass from encroaching onto parking lot asphalt areas
  - m) Pull weeds from wishing well area by the Mulcahy Street parking lot
  - n) Blow debris and clippings from parking lots and all curbs and sidewalks
2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one (1) inch with maximum of two (2) inches.

**November through January**

The Contractor will maintain Brazos Park grounds on a 2-week schedule of mowing, edging and weed eating. Refer to the items a through n above.

C. TRASH CLEANUP

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment. The Contractor will report any graffiti or park maintenance issues to the Parks Supervisor.

E. FIRE ANT CONTROL

Apply ant bait to mounds around pavilions and playgrounds as needed.

F. CONTACT PERSONNEL FOR ANY ISSUES

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-216-1107  
E-mail: prodgers@rosenbergtx.gov

G. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a “spill-kit” with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

**HARWOOD PARK**

A. STATEMENT

1. Harwood Park is located at 1005 Frances Drive. The park is approximately 0.3 of an acre.
2. The Contractor will maintain all the turf area within the fenced in park as well as the drainage ditch areas outside of the fence and sidewalk area around the park along Frances Drive and Timber Lane.
3. The Contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and

Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

**February through October**

1. The Contractor will maintain Harwood Park grounds on a 1-week schedule of mowing and weed eating:
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects
  - d) Weed eat around playgrounds
  - e) Pull weeds and grass from playground mulch
  - f) Pull weeds from all landscape areas
  - g) Mow the entire area at a height minimum of one (1) inch with a maximum of two (2) inches
  - h) Blow grass clippings off of streets, curbs, sidewalks and play-ground equipment areas
2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one (1) inch with maximum of two (2) inches.

**November through January**

The Contractor will maintain Harwood Park grounds on a 2-week schedule of mowing, edging and weed eating. Refer to the items a, b, c, d, e, f, g, and h above.

C. TRASH CLEANUP

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment.

E. FIRE ANT CONTROL

Apply ant bait to mounds around pavilions and playgrounds as needed.

F. CONTACT PERSONNEL FOR ANY ISSUES

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-216-1107  
E-mail: prodgers@rosenbergtx.gov

G. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while

performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

**MACARIO GARCIA PARK**

A. STATEMENT

- 1. Macario Garcia Park is located at 716 Blume Road. The park is approximately 12 acres.
- 2. The Contractor will maintain all the turf areas within the fenced in park as well as the drainage ditch area along the park entrance road.
- 3. The Contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

**February through October**

- 1. The Contractor will maintain Macario Garcia Park grounds on a 1-week schedule of mowing and weed eating:
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects, buildings and playground equipment
  - d) Mow the entire area at a height minimum of one-inch with a maximum of two-inches
  - e) Spray weeds and grass monthly within the two (2) fences between the park and trailer park
  - f) Keep grass from encroaching into parking lot asphalt
  - g) Keep trails grass and weed free
  - h) Spray inside of the electrical cage monthly (fenced area)
- 2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

**November through January**

The Contractor will maintain Macario Garcia Park grounds on a 2-week schedule of mowing, edging and weed eating. Refer to the items a, b, c, d, e, f, g, and h above.

C. TRASH CLEANUP

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment.

E. FIRE ANT CONTROL

Apply ant bait to mounds around pavilions and playgrounds as needed.

F. CONTACT PERSONNEL FOR ANY ISSUES

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-216-1107  
E-mail: prodgers@rosenbergtx.gov

G. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a “spill-kit” with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

**RIVERBEND PARK**

A. STATEMENT

1. Riverbend Park is located at 2601 Avenue A and is approximately 14.85 acres. It includes a large fenced baseball field. Mowing includes the adjacent area under the power lines and approximately 1 acre across Avenue A containing concrete foundation pads.
2. The Contractor will maintain all the turf areas within the fences of the park. Both adjoining properties are outside of the fenced park areas. The Contractor will also maintain the drainage ditch along Avenue A adjoining the City property.
3. The Contractor shall provide the City with a maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

**February through October**

1. The Contractor will maintain Riverbend Park and adjacent property grounds on a 1-week schedule of mowing and weed eating.
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects

- d) Mow the entire area at a height minimum of one-inch with a maximum of two inches
2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

**November through January**

The Contractor will maintain the grounds on a 2-week schedule of mowing, edging and weed eating. Refer to items a, b, c, and d above.

C. TRASH CLEANUP

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment.

E. CONTACT PERSONNEL FOR ANY ISSUES

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-216-1107  
E-mail: prodgers@rosenbergtx.gov

F. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a “spill-kit” with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

**SUNSET PARK**

A. STATEMENT

1. Sunset Park is located at 2017 Mulcahy Street. The park is approximately 18 acres.
2. The contractor will maintain all the turf area within the park as well as the drainage area parallel Mulcahy Street. The park contains three (3) ballfields and open playing areas.
3. The contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUND MAINTENANCE

February through October

1. The contractor will maintain Sunset Park grounds on a 1-week schedule of mowing and weed eating.
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects, buildings and playground equipment
  - d) Mow the entire area at a height minimum of one-inch with a maximum of two- inches
  - e) Maintain flower beds (2) and area underneath Sunset Park sign
  - f) Keep trails and grass weed free
  - g) Apply ant bait around pavilions and playgrounds as needed
  - h) Spray inside of the fenced electrical cage monthly (2 electrical cage areas)
2. During the hottest and driest part of the season, the contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

November through January

The contractor will maintain Sunset Park grounds on a 2-week schedule of mowing, edging and weed eating. Refer to the items a, b, c, d, e, f, g, and h above.

C. TRASH CLEANUP

The contractor shall police the entire area each time for loose trash. It is the responsibility of the contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The contractor will provide all materials such as fuels and maintenance equipment.

E. FIRE ANT CONTROL

Apply ant bait to mounds around pavilions and playgrounds as needed.

F. CONTACT PERSONNEL FOR ANY ISSUES

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-216-1107  
E-mail: proddgers@rosenbergtx.gov

G. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a “spill-kit” with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.



**TONY BECERRA PARK**

A. STATEMENT

1. Tony Becerra Park is located at 2000 Avenue A. The Contractor will maintain approximately 9 acres.
2. The Contractor will maintain all the turf areas around the basketball pavilion and within the fences of the park. Both adjoining properties are outside of the fenced park areas. The Contractor will also maintain the drainage ditch along Avenue A.
3. The Contractor shall provide the City with a maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

**February through October**

1. The Contractor will maintain Tony Becerra Park and adjacent property grounds on a 1-week schedule of mowing and weed eating:
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects
  - d) Weed eat around playgrounds
  - e) Pull weeds and grass from playground mulch
  - f) Pull weeds from all landscape areas
  - g) Mow the entire area at a height minimum of one (1) inch with a maximum of two (2) inches
2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one (1) inch with maximum of two (2) inches.

**November through January**

The Contractor will maintain the grounds on a 2-week schedule of mowing, edging and weed eating. Refer to items a, b, c, d, e, f, and g above.

C. TRASH CLEANUP

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment.

E. FIRE ANT CONTROL

Apply ant bait to mounds around pavilions, basketball court and playgrounds as needed.

F. CONTACT PERSONNEL FOR ANY ISSUES

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-216-1107  
E-mail: prodgers@rosenbergtx.gov

G. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a “spill-kit” with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

**TRAVIS PARK**

A. STATEMENT

1. Travis Park is located at 3004 Avenue N. The total acreage is approximately 11 acres.
2. The Contractor will maintain all the turf areas in the park and Saage Field.
4. The Contractor shall provide the City with a maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

**February through October**

1. The Contractor will maintain Travis Park and adjacent property grounds on a 1-week schedule of mowing and weed eating:
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects, buildings and playground equipment
  - d) Mow the entire area at a height minimum of one-inch with a maximum of two inches
  - e) Keep trails grass and weed free
  - f) Spray inside of electrical cage areas monthly (2 areas)
2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

**November through January**

The Contractor will maintain the grounds on a 2-week schedule of mowing, edging and weed eating. Refer to items a, b, c, d, e, and f above.

C. TRASH CLEANUP

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment.

F. FIRE ANT CONTROL

Apply ant bait to mounds around pavilions and playgrounds as needed.

G. CONTACT PERSONNEL FOR ANY ISSUES

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-216-1107  
E-mail: [prodgers@rosenbergtx.gov](mailto:prodgers@rosenbergtx.gov)

H. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a “spill-kit” with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

## Quote Worksheet

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until **2:00 p.m., on Wednesday, July 18, 2018** and all bids will be opened and publicly read in the City Hall Council Chamber at approximately 2:00 p.m., on the same date for the award of contract for Parks Grounds Maintenance.

The Contractor may submit in person or by mail for consideration. The reference sheet must accompany the quote worksheet. No quotes will be considered without the completed reference document.

The City reserves the right to request additional information or to meet with representatives from proposing organizations or individuals to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

DESCRIPTION	APPROX QTY	UNIT	The quote will be for the period of October 1, 2018 through September 30, 2019, one year.	Mutual option to renew for an additional one-year. Bidder is to provide the City the maximum escalation anticipated post-initial term.
1. Complete Parks Grounds Maintenance for Brazos, Harwood, Macario Garcia, Riverbend, Sunset, Tony Becerra, and Travis Parks.	1	Each	\$ _____	\$ _____
			Total Bid Amount	\$ _____

ACCEPTANCE OF WRITTEN QUOTES:

It is understood by the undersigned that the right is reserved by the City to reject any or all written quotes for this service.

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

ATTEST/SEAL (if a corporation):

WITNESS (if not a corporation):

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Company's Name

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Area Code and Phone

## **BIDDER CERTIFICATION**

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid proposal submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid invitation. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for the opening of bids.

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_

AGENT'S TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE OF BID: \_\_\_\_\_

**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED: \_\_\_\_\_ #OF EMPLOYEES \_\_\_\_\_

\*\*\*\*\*

CORPORATION: \_\_\_ PARTNERSHIP: \_\_\_ PROPRIETORSHIP: \_\_\_ L.L.C. \_\_\_ L.L.P. \_\_\_

YEAR EST. \_\_\_ NO. OF YEARS IN BUSINESS \_\_\_ FEDERAL ID NO. \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

**PRINCIPALS:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

NAME OF BANK OFFICER: \_\_\_\_\_

ADDRESS / CITY / STATE / ZIP: \_\_\_\_\_

\_\_\_\_\_

PHONE NO: \_\_\_\_\_

**BIDDER CUSTOMER / CLIENT REFERENCES**

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_



## EXHIBIT A

### POLICY FOR BIDDING PROJECTS

#### Price Quotations and Purchase Awards

- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
  - a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
  - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
  - a) For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
  - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manager. The City will be named as an additional insured.
  - c) Workers' Compensation coverage will be required as set forth by State Law.
  - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any Contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
  - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

#### Procurement of Professional Services

Procurement of Professional Services shall remain the same with the following exception\*:

- a) Although contracts for professional services may not be awarded on the basis of competitive bids, the City Council must authorize any professional service contract which will exceed \$50,000, on the basis of the above criteria.
- b) Professional services rendered to the City which do not exceed \$50,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, as provided herein.

\* The only change is to increase the bidding limit from \$25,000 to \$50,000.