

**CITY OF ROSENBERG
INVITATION FOR BID**



BID # 2018-15 (Re-Ad)*

Due Date: August 29, 2018 @ 2:00 pm CST

**Grounds Maintenance for Seabourne Creek
Regional Sports Complex**

Commodity: 988-36

*** Re-advertisement of this bid is due to budget constraints**

The City of Rosenberg is now accepting sealed bids for the consideration of Grounds Maintenance for Seabourne Creek Regional Sports Complex

City of Rosenberg
Purchasing Division
P.O. Box 32
2110 Fourth Street
Rosenberg, TX 77471

Bidding forms, specifications and all necessary information may be obtained from the following website: www.txsmartbuy.com/sp

All sealed bids shall be submitted including one marked original and two duplicates on the original forms AND one jump drive or CD versions. All are to be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids shall be received at the City Secretary's Office, P.O. Box 32, 2110 Fourth Street, Rosenberg, TX 77471 until 2:00 pm CST on August 29, 2018. Bids received after the deadline stated herein shall not be considered for award of the contract, and shall be considered void and unacceptable.

The City of Rosenberg will not be responsible for any issues or delays arising from the delivery of this solicitation to the City Secretary.

The bids will be opened and publicly read immediately after the closing hour.

The City of Rosenberg reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Alan Phillips, Purchasing Agent @ aphillips@rosenbergtx.gov



BID OPENING DATE: August 29, 2018 @ 2:00 PM

LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

Name of Firm/Company

Agent's Name (Please Print)

Agent's Title

Mailing Address

City

State

Zip

Telephone Number

Cell Phone Number

Email Address

Authorized Signature

Date

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

“By the signature hereon affixed, the bidder hereby 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 antitrust laws of the 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 line of business.”



City of Rosenberg Terms and Conditions

1. The City of Rosenberg will accept **sealed bids** Monday through Friday, 8:00 am – 12:00 pm and 1:00 pm – 5:00 pm. Bids must be received by the City Secretary before the specified hour and date of the opening. At that time, the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids **will not** be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Rosenberg reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be posted to the City website. If Contractor demonstrates just reason for a change, the City of Rosenberg must have at **least** five (5) working days notice prior to bid opening date.
6. **Should Contractor find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Contractor should at once notify the Purchasing Division and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Rosenberg is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Rosenberg reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, if specified in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.



14. NO substitutions or cancellations permitted without written approval of the City of Rosenberg.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Rosenberg reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the City of Rosenberg.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 am to 5:00 pm unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Rosenberg and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Contractor must declare such information as proprietary if Contractor does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Rosenberg from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Rosenberg, P.O Box 32, 2110 Fourth Street, Rosenberg, TX 77471; Attn: Accounts Payable or rosepayables@rosenbergtx.gov.
21. The City of Rosenberg shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Rosenberg shall constitute all items bid being received and in good working order to the City of Rosenberg's satisfaction.



SECTION I – GENERAL SPECIFICATIONS

1.0 INTENTION OF SPECIFICATIONS

The City of Rosenberg is requesting bids for the Grounds Maintenance for Seabourne Creek Regional Sports Complex

Bids shall be submitted by 2:00 pm, Wednesday, August 29, 2018

2.0 BID ACCEPTANCE

The City of Rosenberg reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the Contractor acknowledges and will adhere to all bid specifications as stated within this bid packet.

3.0 TERM OF CONTRACT

Contract term shall be a one year, with mutual option to renew for an additional one (1) year.

4.0 TERMINATION OF CONTRACT

The City of Rosenberg reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Contractor:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By failing to respond within the prescribed time, including weekends and holidays.
- f. By providing substandard service, or service the City deems to be otherwise unacceptable.
- g. Additionally, the City and Contractor reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

5.0 EVALUATION AND AWARD

The City 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: (a) adherence to service description/specification/qualification requirement; (b) price; (c) reputation of Contractor and Contractor's services; and (d) Contractor's past relationship with the City. The City of Rosenberg reserves the right to accept or reject any bid or combination of bids deemed advantageous to it; however, it is the intent of the City to award to a single service provider representing the best value to the City with regard to the factors cited above.



6.0 SPECIFICATION CHANGES

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the www.txsmartbuy.com/sp

7.0 INVOICES

Invoices must be itemized and issued by department on a monthly basis. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction.

Invoices submitted for payment shall be emailed to rosepayable@rosenbergtx.gov.

8.0 REFERENCES

Contractor shall provide a reference list of a minimum of three (3) current customers (contact name, phone number and email address) of comparable size with a similar scope and services/product to this IFB, whom the Contractor has recently provided requested services.

9.0 INDEMNITY CLAUSE

The Contractor agrees to indemnify and save harmless the City of Rosenberg and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract, and including acts or omissions of the City of Rosenberg or its officers, agents, or employees in connection with said contract.

10.0 EQUAL OPPORTUNITY EMPLOYER

The successful Contractor shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

11.0 INSURANCE REQUIREMENTS (where applicable)

An original, certified copy of an insurance certificate listing the City of Rosenberg as additional insured, must be submitted within fifteen (15) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.



(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits.

An original, certified copy of an insurance certificate listing the City of Rosenberg as additional insured, must be submitted within fifteen (15) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is provided as an attachment. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

12.0 PRICING

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

13.0 ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of the City of Rosenberg.

14.0 CONTRACTOR'S RESPONSIBILITY

At the time of the opening of bids, each Contractor shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Contractor to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

15.0 ESTIMATED QUANTITIES

Quantities indicated are estimated based upon the best available information. At a minimum of 25%, the City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

16.0 COMPLIANCE WITH LAWS

All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.

Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ft. Bend County, Texas, where venue for any proceeding arising hereunder will lie.



17.0 SILENCE OF SPECIFICATIONS

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 practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

18.0 SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

19.0 ETHICS ACKNOWLEDGEMENT

Any vendor or contractor entering into this contract or agreement with the City of Rosenberg, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Rosenberg which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Rosenberg for a period of three (3) years.

20.0 CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

21.0 RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.



22.0 DAMAGE

The vendor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

23.0 ADDITIONAL INFORMATION

If additional information is needed concerning these specifications, please contact Alan Phillips, Purchasing Agent, at aphillips@rosenbergtx.gov. Questions regarding this bid must be submitted in writing or by email prior to 5:00 p.m. local time, **August 23, 2018** to the email listed above.

24.0 Non-mandatory site visit

A site visit is scheduled for 11:00 am on Wednesday, August 22, 2018. The meeting will be located at the City Parks Office at 3720 Airport, Rosenberg, TX.

25.0 **HOUSE BILL 1295:**

House Bill # 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this Request for Proposal will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill # 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for the City to contract with a provider.

Therefore, the City requires that, in your response to this Request for Proposal, proposer shall include a completed form.

Login information, Forms and Certification download may be obtained at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is **TXE 2018-15(Re-Ad).**



SECTION II – TECHNICAL SPECIFICATIONS AND PRICING

1.0 SPECIFICATIONS - SPORTS FIELD MAINTENANCE

- 1.1 Mowing to be complete for four (4) ball fields using an eight (8) blade reel mower at 7/8" two (2) times per week.
- 1.2 Maintain nine (9) pitching mounds to playable condition. Pitching mounds will need to be replaced with clay to prevent divots. Grass encroaching pitching mound circles will need to be removed.
- 1.3 Assist in preventing lip build-up one (1) time per week on each field by using a blower around grass edges.
- 1.4 Monitor and maintain all settings for the irrigation system. The City of Rosenberg will be responsible for any unplanned repairs that have to be done to the irrigation system. Any problems will need to be reported to the City of Rosenberg Parks Director.
- 1.5 Fertilization will be done every six (6) weeks dependent on soil test results. Soil test results will be provided by the Contractor and given to the City of Rosenberg Parks Director.
- 1.6 Pre-emergent herbicide will be done two (2) times per year. Contractor may use dry granular or a spray method of treatment. This will need to be scheduled with the City of Rosenberg Parks Director.
- 1.7 Insect and Fire Ant Control will be done two (2) times per year for the four (4) sports fields. Contractor will schedule with the City of Rosenberg Parks Director.
- 1.8 Apply sixty (60) bags of conditioner to four (4) infields using: Mule Mix 516 conditioner, annually.
- 1.9 Perform aerification 3" - 4" deep with ½-¾" tines, two (2) times per year as specified by the City of Rosenberg Parks Director.
- 1.10 Blend and force material into aeration holes with mat drag after bi-annual aerification.
- 1.11 Maintain and edge all infields to prevent grass encroaching into the infield.
- 1.12 Post-emergent herbicide will be applied as needed to keep all fields and bullpen areas weed free.
- 1.13 Top dress infields two times per year and outfield as needed.
- 1.14 Verticut fields twice annually.
- 1.15 Pressure wash pitching mound and infield grass edges quarterly.
- 1.16 Repair any holes in the fields and by dugouts.
- 1.17 Add *Red Dog* infield dirt as needed.



2.0 METHOD OF OPERATIONS

- 2.1 The Contractor shall provide a Maintenance Schedule along with an Inspection Report to the City of Rosenberg Parks Director for Complete Sports Field Maintenance. Maintenance will need to be conducted within a Monday – Friday work week, during 7:30 a.m. – 4:30 p.m. for completion.
- 2.2 All operations described in these specifications shall be conducted by the Contractor’s personnel and the expense of all such operations shall solely be the Contractor’s responsibility.
- 2.3 The Contractor shall provide their own equipment, labor, fuel, chemicals and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their employees.
- 2.4 The Contractor is required to have a competent and experienced supervisor/foreman on duty that can speak and understand English, when work is being performed under this Contract.
- 2.5 There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the City of Rosenberg.
- 2.6 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.

3.0 WEATHER

- 3.1 For the purpose of this Contract, the National Weather Service at Houston, Texas, shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.
- 3.2 No pesticide applications shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffective or dangerous. These climatic conditions include, but are not limited to, rain, snow, ice, sleet, and winds.
- 3.3 The Contractor may suspend operations if weather conditions are conflicting with the Maintenance Schedule of the fields. If such suspension occurs, the Contractor shall immediately notify the City of Rosenberg Parks Director.

4.0 EQUIPMENT

- 4.1 The equipment used for maintaining the Sports Fields shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified.
- 4.2 All equipment (including support equipment) to be used by the Contractor shall be listed as part of the “Work Plan” section of the Contractor’s Information Report. All such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- 4.3 All vehicles used by the Contractor must be performance worthy by visual and operational inspection.



5.0 QUALITY COMPLIANCE

- 5.1 The City shall have the right to perform a complete inspection of all equipment used at any time throughout the term of the Contract. Should any of the equipment, when inspected, and in the determination of the City, not meet standards that the City feels are necessary to complete the Contract or to operate safely; the City may require such equipment to be brought to standards that would meet the technical specifications of the Contract before being placed back in service.
- 5.2 The City shall have the right to perform routine inspections of the Sports Fields to assure maximum efficiency regarding the Sports Field Maintenance Contract.
- 5.3 Bidder guarantees service offered will meet or exceed specification identified in this bid invitation.

6.0 STORMWATER POLLUTION MANAGEMENT

- 6.1 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.
- 6.2 Contractor shall blow all grass clippings back onto the grass or remove grass clipping from the site. At no time shall the Contractor blow any clippings or debris into any storm sewers.



Quote Worksheet

Sealed bids, in triplicate, plus a jump drive or CD, 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, August 29, 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 Seabourne Creek Regional Sports Complex 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.

DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	EXTENSION
1. Complete Seabourne Creek Regional Sports Complex Grounds Maintenance One (1) year term with the option to renew at the same price for an additional one (1) year extension.	1	Year	\$ _____ Total Bid Amount	\$ _____ \$ _____



BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code.

(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in Section 2252.001(3), Texas Government Code (Company Name)

and our principal place of business is _____ (City and State)

Signature _____

Print Name _____



SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME and DBA :	
PHYSICAL ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
REMITTANCE ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
PAYMENT TERMS DISCOUNT:	
COMPANY TAX ID#:	



CITY OF ROSENBERG
PURCHASING DEPARTMENT

NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: 2018-15 (Re-Ad)

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF ROSENBERG is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product.
- _____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- _____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- _____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a previous contract by the City when you felt you were low bidder.
- _____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.



CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

Availability to perform: _____

_____ (Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

Equipment and operational items: _____

_____ (Identify by quantity and type any equipment/assets allocated to contract performance)

Personnel: _____

_____ (Identify by quantity and category any personnel assigned to contract performance)

Other Resources: _____

_____ (Identify any other resources to be allocated to complete contract performance)



SAMPLE CONTRACT

The following pages represent a sample contract proposed between the City and the awarded bidder.

Please review the contract, comment or take exception as you require and submit back with your response.



GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

I. Summary of Contract Terms

Contractor:
Description of Services:
Maximum Contract Amount:
Length of Contract:
Effective Date:
Expiration Date:

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.

E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.

- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. Special Terms or Conditions.

IV. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

A. Contractor's Additional Contract Documents:

1. Insurance Certificate
2. Conflict of Interest Questionnaire (CIQ)
3. Texas Ethics Commission Form 1295

B. City's Additional Contract Documents:

1. Technical Specifications and Bid Documents
2. Policy for Bidding Projects

V. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF ROSENBERG:

CONTRACTOR:

John Maresh
City Manager

By: _____

Title: _____

Date: _____

Attest: City Secretary

Revised 12-06-2016 DNRBHZ

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.