



Job No. PARKS21-06 – Landscape Removals and Replacements for Facilities, Parks, Medians, Street Right-of-Ways, and Beautification Areas in Specified Locations in and Around the City of West University Place

DUE DATE: **Monday, November 8, 2021**

Due no later than 10:00 A.M. CST. Bids received later than the date and time above will not be considered.

BIDDERS NOTE: **Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO: **City of West University Place
City Secretary's Office
3800 University Blvd.
West University Place, Texas 77005
Phone: 713-662-5813 Fax: 713-662-5305**

Project Officer: Darrell Bunch, Parks Maintenance Manager

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This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Bidders are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the City. Bidder should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- 3. **Notice to Bidders**- This page contains bid submittal information.
- 4. **General Requirements** - It is Bidder's responsibility to be thoroughly familiar with the General Requirements.
- 5. **Qualification Statement** – This section is to be filled out in its entirety by Bidder. (*Included in Bid Packet*).
- 6. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- 7. **Specifications/ Exhibit A** - This section contains a detailed description of the goods/services sought by the City.
- 8. **Pricing** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- 9. **Attachments**

NOTICE TO BIDDERS

City: City of West University Place, Texas

City's Office: City Secretary's Office
3800 University Blvd.
West University Place, Texas 77005
Phone: 713-662-5813 Fax: 713-662-2705

Project: Job No. PARKS21-06 – Landscape Removals and Replacements for Facilities, Parks, Medians, Street Right-of-Ways, and Beautification Areas in Specified Locations in and Around the City of West University Place.

Project Location: City of West University Place

The City seeks sealed bids for the Project. The deadline for physical delivery of bids to the City Secretary's Office is **Monday, November 8, 2021** at **10:00AM**. Bids will be publicly opened and read aloud on that same date at 10:05 AM in the Bill Watson Conference Room, 3800 University Blvd., West University Place, TX 77005. All Contract Documents may be obtained from (and examined at) the Owner's office, as they are incorporated into this notice by reference.

An **OPTIONAL pre-bid meeting** with site visits is scheduled to begin at **10:00 AM** on **Monday, November 1, 2021** in the Bill Watson Conference Room, 3800 University Blvd., West University Place, TX 77005. **Attendance for the optional pre-bid meeting is not a prerequisite for submitting a bid.**

Darrell Bunch, Parks Maintenance Manager
Project Officer
dbunch@westutx.gov 713-662-7432 Office

Historically Underutilized Businesses (HUBs) are encouraged to submit a proposal. Each proposal must be received before the stated time on the day the proposals are due. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

If you have specific questions concerning the bid specifications or the scope of work, please contact the Darrell Bunch at dbunch@westutx.gov or 713-662-7432.

The City of West University Place reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

GENERAL REQUIREMENTS FOR BIDS

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

General Requirements apply to all advertised bids; however, these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

DEFINITIONS

BIDDER	Offeror/Successful Bidder awarded contract/Contractor.
CITY	City of West University Place, Texas

ACCESS TO RECORDS

In special circumstances, BIDDER may be required to allow duly authorized representatives of the CITY and/or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

ADDENDA

When specifications are revised, the CITY will issue an addendum addressing the nature of the change. BIDDER(s) must **sign and include it in the returned bid package.**

ASSIGNMENT

The successful BIDDER may not assign, sell or otherwise transfer this contract without written permission of the CITY.

BID COMPLETION

Fill out and return all complete bid forms in an appropriately sized envelope or box or as stated. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the BIDDER should sign the Bid Cover Sheet. The contract will be binding only when all bid information has been reviewed, accepted and signed by the CITY. BIDDER will be notified upon acceptance of bid.

BID RETURNS

BIDDERS must return all completed bids to the CITY's Office located at 3800 University Blvd, West University Place, Texas on time and on the date specified. Late bids will not be accepted.

AWARD

Unless all bids are rejected, the CITY reserves the right to award the contract on the basis of LOWEST and/or BEST VALUE in accordance with the laws of the State of Texas at any time during the Firm Bid Period (which is the 90-day period following the bid opening, unless otherwise stated). If no award is made within such Firm Bid Period, BIDDER may withdraw its bid, without prejudice, by submitting a written request for its withdrawal to the person who holds the bid. The CITY reserves the right to reject any or all bids and to waive bid irregularities as the interest of the CITY may require. The CITY may award on any base bid, any alternate or any combination thereof as stated by Section §252.043 of the Texas Local Government Code. In the case of high technology procurements and other procurements, the CITY reserves the right to conduct discussions to the full extent allowed by Section §252.042, Texas Local Government Code or other law. **A Letter of Notification of Award will be issued upon acceptance of bid and sent to successful BIDDER.**

BEST AND FINAL OFFER (BAFO):

In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

BONDS

If this bid requires submission of a bid guarantee and/or performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bond(s) or cashier's checks are not acceptable.

CONTRACT OBLIGATION

The CITY must award and sign the contract before it becomes binding on the CITY and/or the BIDDERS. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the CITY and the BIDDER. Any price escalations are limited to those stated by the BIDDER in the original bid.

DIGITAL FORMAT

If BIDDER obtained the bid specifications in digital format in order to prepare a response, the bid must be submitted according to the instructions contained in this bid package. If, in its bid response, BIDDER makes any changes whatsoever to the published bid specifications, the CITY's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF BIDDER

Upon signing this bid document, a BIDDER offering to sell supplies, materials, services, or equipment to the CITY certifies that the BIDDER has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the CITY believes that collusion exists among the BIDDERS. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a BIDDER and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that BIDDER will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT

BIDDER affirmatively consents to the disclosure of its e-mail addresses that are provided to the CITY. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by BIDDER, its employees, officers, and agents acting on BIDDER's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the CITY and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The CITY reserves the right to contact any BIDDER, at any time, to clarify, verify or request information with regard to any bid.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the CITY's interpretation shall govern.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the Texas Local Government Code, §252.021 *et seq.*, as amended. BIDDERS shall comply with all applicable federal, state and local laws and regulations. BIDDER is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the CITY may request and rely on advice, decisions and opinions of the Attorney General of Texas and the appointed CITY Attorney concerning any portion of these requirements.

HOLD HARMLESS AGREEMENT

The successful BIDDER shall indemnify and hold the CITY harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. BIDDER shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under the terms of this bid. Certification of such coverage must be provided to the CITY upon request. (See attached Release and Indemnification Sheet)

INSPECTIONS & TESTING

The CITY reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a BIDDER cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid as inadequate.

INVOICES AND PAYMENTS

Payments accrue only to the extent that (i) specific tasks called for by the Scope of Work are completed by the BIDDER, and (ii) any related work products are delivered to the CITY, all in a form satisfying the CITY's needs and intended uses, and all in accordance with this Agreement. To receive payments, the BIDDER must submit itemized invoices showing the specific tasks

and work products for which payment has accrued and including proofs of completion and the applicable prices from this Agreement. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the BIDDER for correction. Within approximately 30 days following review and approval of an invoice (which may require action by the governing body), payments invoiced which have accrued and comply with this Agreement shall be mailed to the BIDDER. Under term contracts, when multiple deliveries and/or services are required, the BIDDER may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the BIDDER should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

INVOICES submitted for payment shall be addressed to:

City of West University Place
ATTN:Accounts Payable
3800 University Blvd.
West University Place, Tx 77005
Electronic invoice submission: accountspayable@westutx.gov

MAINTENANCE

Maintenance required for equipment bid should be available by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the CITY opts to include maintenance, it shall be so stated in the bid and said cost should be provided by BIDDER. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", BIDDER must provide to the CITY, with each delivery (or maintain copies at each location if same product/materials used), material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the BIDDER to furnish this documentation will lead to administrative penalties for each violation and may also lead to civil and criminal penalties in accordance with Sections §502.015 and §502.016 of Act. .

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the CITY to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. BIDDERS may offer items of equal stature with the burden of proof of such stature. The CITY shall act as sole judge in determining equality and acceptability of products offered.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on a CITY project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the CITY.

Bidders must make every effort to comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with the City's officers.

By doing business or seeking to do business with The City, including submitting a response to this Bid, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract unless agreed by both parties. The CITY shall never be obligated to pay more (through or under this agreement, or as damages for breach, tort or otherwise) than the total sum of money certified as budgeted and unencumbered** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the BIDDER and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, BIDDER MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PRICE ADJUSTMENT

Price changes will normally only be considered at the end of one agreement period and the beginning of another. Price change requests during a contract period must be supported by evidence of increased cost to the BIDDER. The CITY will not approve price increases that will merely increase the gross profitability of the BIDDER at the expense of the CITY. Price change requests shall be a factor in the agreement extension review process. The CITY shall determine whether the requested price increase or alternate option is in the best interest of the CITY.

PURCHASE ORDER AND DELIVERY

After issue of the Letter of Notification of Award, the CITY shall issue a Purchase Order to the BIDDER that will include the item number, description, and the total estimated dollar amount for each item. Purchase Orders shall provide funds for the actual purchase and the BIDDER shall not accept any delivery order without having received a duly issued purchase order signed by the CITY. To the extent of any conflict between the terms and conditions included in any Purchase Order and the terms and conditions of the Contract, the terms and conditions of the Contract shall govern. The fastest, most reasonable delivery time shall be indicated by the BIDDER in the proper place on the Pricing/Delivery Information form or via notification to the CITY representative placing order. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by the CITY without prejudice to other remedies provided by law. **Where delivery times are critical, the CITY reserves the right to award accordingly.**

RECYCLED MATERIALS (when applicable)

The CITY encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The CITY will be the sole judge in determining product preference application.

SCANNED OR RE-TYPED RESPONSE

If in its response, BIDDER either electronically scans, re-types, or in some way reproduces the CITY's published proposal package, then in the event of any conflict between the terms and provisions of the CITY's published proposal package, or any portion thereof, and the terms and provisions of the response made by BIDDER, the CITY's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the CITY's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the 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.

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 are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

BIDDERS are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the BIDDER wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES

The CITY is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications section of this proposal.

TERMINATION

The CITY reserves the right to terminate the contract for default if BIDDER breaches any of the terms therein, including warranties of BIDDER or if the BIDDER becomes insolvent or files for bankruptcy protection. Such right of termination is in addition to and not in lieu of any other remedies which the CITY may have in law or equity. In submitting this bid, BIDDER agrees that the CITY shall not be liable to prosecution for damages in the event that the CITY declares the BIDDER in default. Default may be construed as, but not limited to; failure to deliver the proper goods and/or services within the proper amount of time, failure to properly perform any and all services required to the CITY's satisfaction and/or does not meet obligations and requirements. The CITY may terminate the contract without cause upon thirty (30) days written notice or "at-will" effective immediately after notification is received from CITY.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.

The CITY has the option to terminate this contract immediately without prior notice if BIDDER fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

NOTICES: Unless otherwise provided in this Agreement, any notice, inquiries, requests, instructions or other communication to a party ("notice") must be written. All notices are to either, (i) be delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested ("**US Mail**") or postage prepaid United States Express Mail ("**Express Mail**"), (iii) placed in the custody of a nationally recognized overnight courier for next day delivery ("**Courier**"), or (iv) transmitted by confirmed telephonic facsimile ("Fax"), (v) confirmed delivery of electronic mail ("E-mail"). Notice will be deemed given (a) when received, if delivered personally or sent by email, (b) the next business day after posting, if sent by US Mail, and (c) the next business day, if sent by Courier or Fax. If notice is transmitted by Fax, a duplicate copy may be sent by either US Mail or Courier no later than one business day after transmission. In order to be effective, notices from BIDDER to the CITY (1) changing BIDDER's Representative, (2) terminating this Agreement, or (3) alleging a claim against the CITY or Related Party or nonperformance or default by the CITY (4) or any other matter pertaining to this Agreement or its terms, must be addressed to the CITY or its authorized representative(s).

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to the CITY until the CITY or one of its representatives actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary. Generally, deliveries must be made between 8:00 a.m. and 5:30 p.m., Monday through Friday. BIDDER is advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package.

WAIVER OF SUBROGATION

BIDDER and BIDDER's insurance carrier waive any and all rights whatsoever with regard to subrogation against the CITY as an indirect party to any suit arising out of personal or property damages resulting from BIDDER's performance under this agreement.

WARRANTIES

BIDDER shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid and shall not limit or exclude any implied warranties. BIDDER warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, the CITY may return the product for correction or replacement at the BIDDER's expense. If BIDDER fails to make the appropriate correction within a reasonable time, the CITY may correct at the BIDDER's expense.

TEXAS ETHIC COMMISSION REQUIREMENTS

Pursuant to Section 2252.908 of the Government Code, any contracts entered into on or after January 1, 2016 that require an action or vote by a governing body of the entity or agency and/or have a value of at least one (1) million dollars, will need to meet the following requirements once the bidder is notified of the award of contract:

- (1) A business entity will need to file form 1295 – Certificate of Interested Parties electronically via the Texas Ethics Commission website (<https://www.ethics.state.tx.us/main/file.htm>). The business entity will be required to create a profile on the site.
- (2) Once the form is submitted electronically, the business entity will need to print, sign and have the form notarized and submit it to the City as part of this agreement.

- (3) The City will then need to acknowledge the form electronically no later than the 30th day after the date the contract binds all parties to the contract and include a copy of the signed/notarized version to the contract documents.

SUBCONTRACTS: The prime contractor, if subcontracts are to be let, they are required to take the affirmative steps listed below:

- place qualified small and minority businesses and women’s business enterprises on solicitation lists;
- assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CERTIFICATIONS

The BIDDER hereby certifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Chapter 2264, Texas Government Code (undocumented workers), Chapter 2270, Texas Government Code (boycott Israel), Section 2252.152, Texas Government Code (Iran, Sudan, and foreign terrorist organizations), and Chapter 2274, Texas Government, as applicable.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 252.0436, The CITY may refuse to award a contract to or enter into a transaction with apparent low bidder of successful proposer if that bidder is indebted to the CITY. This shall include an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, Limited Liability Company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the municipality requiring approval by governing body of the municipality

SPECIFICATIONS

Job No. PARKS21-06

Landscape Removals and Replacements for Facilities, Parks, Medians, Street Right-of-Ways, and Beautification Areas in Specified Locations in and Around the City of West University Place.

The City of West University Place is soliciting a request for proposals to remove and replace Landscape plant material throughout the city and at numerous city parks and city facilities per the terms and conditions outlined herein.

Subject: Landscape Plant Material Freeze Replacements for City Parks and Municipal buildings; City of West University Place TX 77005

Description of Work

The selected contractor will provide all materials labor and supervision to remove the identified freeze damage plant material as directed and replace with like kind material of the same size, genus, and species or other selections of plantings more suitable for the location. All material to receive a full unconditional warranty for 90 days on shrubs and groundcovers, and 180 days for all trees. All work is to be coordinated with the Parks Maintenance Manager.

- **Liberty Hill Park, College @ Northwestern** – Remove the Pampas Grass, Azaleas, regrade both sides of the slope to eliminate the steep grade greatly reducing the slope of the hill, install Ligulairia, Camellia, install two stack rock wall at sign, replace Daniella, and remove Oleander and Photinia. Install 18 – 3- gal Trialias around the top of the sign. Sign. Install 40 l.f. double stack dry stack wall with moss rock.12”x16”x4”.
- **Community Center, 6104 Auden** – Along Rice Blvd, remove Hawthorns. Install rock weed barrier adjacent to building below the foundation line, and continue past the A.C. units to building wall. Install 30- Crimson Queen Loropetalum 3 gal. 20- 1 gallon Turks Cap, 6- 3 gallon Pineapple Guava, 6- 3 gal. Blue Plumbago and 9 Rudbeckia “Black Eyed Susan.” Along the front, remove Boxwoods and add 9 – Loropetulam and 12 – one gallon Peter Pan Agapanthus.
South side of the Library (6108 Auden) /Community Building along Milton Street remove and replace approximately 20 Indian Hawthorne with 5 gallon Indian Hawthorne “Raphiolepis Indicia “Clara”. Remove all weeds/vegetation inside the fencing around the AC units for the building approx. 12’x12’ contractor to verify install weed barrier fabric and bull rock cover.
- **City Hall, 3800 University** – Remove all the variegated Pittosporum, along the south face of the building facing University Drive replace with Sunshine Ligustrum and new Burford Holly. Along the back of building, remove damaged Dwarf Yaupon and replace with new 15 gal. Dwarf Yaupon. Along the Council rotunda, install rock weed barrier below the foundation line. Remove all material from the triangle bed on the south east side of the building near the street. Install 30 7 gallon Ixora “Maui” and 90 Peter Pan Agapanthus 1 gallon and 30 one gal. Foxtail Fern. Install 3/16” steel edging around the perimeter of the plantings. At the south east entry remove the existing materials to the raised planter and install approximately 25 - 3 gal. Xanadu Philodendron, and 50 Daniella 1 gal. Clean weeds from planter add mix soil and 8 Purple Heart Vine. **East side perimeter parking area planting remove any and all Japanese Boxwoods and other vegetation add mix soil to raise to grade. Install approximately 60 1 gallon asparagus fern.**
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- **Public Works Administration, 3826 Amherst** – Remove all plant material, install 12 – 3gal. Daniella, 47 – 3 gal. Dwarf Bufford holly and 47- 3 gal. Sunshine Ligustrum. Install 140 l.f. 3/16” Steel Edging along the bed perimeter.
- **Friends Park, 3771 Rice** – Remove plant material along the front and replace with 10 3 gal. Muhly Grass, African Iris 3 Gal. 30, 4 -3 gal. Hummingbird bush and 6- 3 gal Double Knock - Out - Rose, 60 –Bulbine 1 gal. and 10 Foxtail Fern 1 gal.
- **University Medians, 3900 Block** – Remove azaleas and replace with new azaleas. The original ones did not recover.

- **University and Edloe (northwest corner)** – Remove Indian Hawthorn and replace with Dwarf Yaupon Holly 3 gallon.
- **Jennie Elizabeth Hughes, 6446 Sewanee** – Replace up to 32 Japanese Podocarpus “Yew” 30 gal. and 50 White Lantana 1 gal. and 25 -1 gal Kaleidoscope Lantana.
- **West U Recreation Center, 4210 Bellaire** – Remove and replace damaged Boxwoods along fence line at Bellaire approx. 35 - 3 gal. Replace existing big Blue Liriope with Giant Liriope approx. 80 1- gal. (In front of the pool area), Provide Class#1 prune and shaping for 13 Japanese Blueberries along western fence. Remove dead wood shape and raise canopies to 84” from finish grade. Install replacement Boxwoods throughout property as needed, install approximately 35 Daniella, 3-gal and Foxtail Fern 50 - 1. Gallon at front entry near flag poles.
- **Wastewater Treatment Plant, 2801 North Braeswood** – Remove any existing plantings install loropetulam and Giant Liriope at the office entrance. **Remove any and all Japanese Boxwoods and other vegetation add mix soil to raise to grade. Install approximately 60 1 gallon asparagus fern.**
- **Wakeforest Water Tower, 2800 Westpark** – replace blueberries with 6 East Palatka Holly 45 – gal.
- **Public Works on Milton, 3825 Milton** – remove boxwoods and replace with 22- Lorapetulam 3-gal.

Additional requirements:

- All planted areas are to be amended with a minimum of 4-6” of bed planting mix.
- All landscape plantings to be edged with “3/16” Ryerson steel edging.
- All areas receiving bull rock ground cover will have Dewitt’s Weed Barrier or an approved equal installed below the rock.
- All planting areas to receive 2” shredded hardwood bark mulch cover.
- All trees to be planted and staked with 6” steel T-post two per tree. Trees to have a hardwood mulch tree ring around the perimeter of the root ball. Expose the root flares on all newly planted trees. **Do not cover with mulch.**
- Repair and replace and turf areas damaged during this landscape operations.
- All employees will need to be cleared through background checks for Park access.
- Any trees planted outside of properly irrigated areas must have tree bubblers installed.
- Any damage to the existing irrigation systems will be repaired in full at the contractor’s expense.
- The selected contractor must adhere to the noise restrictions of the City of West University Place.
- Employees required to wear appropriate work attire with company logo.
- Contractor must be responsible for assuring staff meets relevant criminal and legal background checks.
- Bid will be awarded on November 15, 2021 and all work must be completed by December 15, 2021.

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, 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 line of business.

Proposer 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 submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Proposer Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Job No. PARKS 21-06

PROJECT TIMELINE*

Request for Proposal Issued	October 20, 2021
Non-Mandatory Pre-Mid Meeting	November 1, 2021 10:00 am CST
Deadline for Submitting Question	November 3, 2021 5:00 pm CST
Proposal Submission Deadline	November 8, 2021 10:00 am CST
Evaluation Period	November 8 - 12, 2021
Planned Award of Contract	November 15, 2021

*The City reserves the right to adjust the timeline, specifically the evaluation period and planned award, as needed.

ATTACHMENTS

- Attachment A-1 Sample Score Sheet**
- Attachment A-2 Release & Indemnification**
- Attachment A-3 Appendix A – City Map**
- Attachment A-4 General Service Contract (*for reference*)**
- Attachment A-5 Bid Submittal Package**
- a) Bid Cover Sheet**
 - b) Bid Checklist**
 - c) Qualification Statement**
 - d) Unit Price Schedule**
 - e) Resident Certification Tax Form**
 - f) Bid/Offer Guaranty and Performance**
 - g) Insurance Specifications**
 - h) Reference Sheet**

SCORE SHEET

Job No. PARKS21-06

CONTRACTOR: _____

EVALUATOR: _____

ITEM	EVALUATION CRITERIA	POINTS	SCORE
	<p>Price and Fees Price and fees – 70 Points – The lowest bidder will be awarded 70 points. All other bidders will be awarded a point value based on the percentage increase in price.</p>	70	
	<p>References Bidders Past Performance – 30 Points – The Bidder should provide at least three (3) references for the company and for similar prior maintenance history and include in each reference the company name, contact person(s), address, and telephone number. The City reserves the right to contact references for verification. The Bidders’ reputation among other entities, owners, suppliers, and sub-contractors will be considered for awarding of rating value points. Strong consideration will be given to first-hand experience on prior City projects. A positive prior experience with the City will be awarded an “exceeds expectation” rating of ten (10) points. Bidders with a negative past experience with City will be awarded a “does not meet expectations” rating value of 0 points. An excellent reference from a source outside of the City will be awarded a rating of 8, a good reference will be awarded a rating of 6, an average rating will be awarded a 4. Anything less than good will be awarded a 0. Three (3) references will be considered.</p>	30	
	TOTAL	100	

RELEASE AND INDEMNIFICATION

RELEASE:

CONTRACTOR RELEASES THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT, INCLUDING INJURY, DEATH, OR DAMAGE CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.

INDEMNIFICATION:

CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, AND EXPENSES (INCLUDING ALL DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING THOSE CAUSED BY:

- (1) CONTRACTOR'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR'S STRICT OR STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

INDEMNIFICATION PROCEDURES:

(1) Notice of Claims.

If the CITY or CONTRACTOR receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

The notice does not stop or prevent the CITY from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the CITY does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that CONTRACTOR is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

- (a) **Assumption of Defense:** CONTRACTOR may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the CITY. CONTRACTOR shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, CONTRACTOR must advise the CITY as to whether or not it will defend the claim. If CONTRACTOR does not assume the defense, the CITY shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) **Continued Participation:** If CONTRACTOR elects to defend the claim, the CITY may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. CONTRACTOR may settle the claim without the consent or agreement of the CITY, unless it
 - (i) would result in injunctive relief or other equitable remedies or otherwise require the CITY to comply with restrictions or limitations that adversely affect the CITY,
 - (ii) would require the CITY to pay amounts that CONTRACTOR does not fund in full,
 - (iii) would not result in the CITY's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement

APPENDIX A
City Map



City of West University Place, Texas
Street Map

November, 2013





GENERAL SERVICES CONTRACT
Revised 2/4/2021

This General Services Contract (Contract) is made between the City of West University Place, 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 | IV. Special Terms and Conditions |
| II. Signatures | V. Additional Contract Documents |
| III. Standard Contractual Provisions | |

I. Summary of Contract Terms.

Contractor: *[Insert Vendor's Name]*

Description of Services: _____

Annual/Base Services: _____

Additional Work in addition to Base Services: Any changes or additions must be submitted in writing via addendum and agreed upon by City

Effective Date: _____

Termination Date: _____

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

CITY OF WEST UNIVERSITY PLACE:*

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

- _____ Council Approved on ____/____/____
- _____ City Manager
- _____ Department Head
- _____ Division Head

*Contract Signature Authority:

- Division Head - \$2,999 or less
- Department Head - \$3,000 to \$14,999
- City Manager - \$15,000 to \$50,000
- Over \$50,000 – Council approval required

Attest: City Secretary

III. *Standard Contractual Provisions.*

A. Definitions.

Contract means this General 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 to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience.* Under the 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 terminated 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 will give the other party notice of the default in writing 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 within 30 days, 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 the 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.

(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 and there are no funds from the City's sale of debt instruments to make the required payment, 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.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. **This Contract is governed by the law 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 Harris County, Texas.**

- G. 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.
- H. 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 not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, 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.
- I. 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 relating 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.
- J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. 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.
- L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

IV. *Special Terms or Conditions.*

- A. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

The Contractor hereby certifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Chapter 2264, Texas Government Code (undocumented workers), Chapter 2270, Texas Government Code (boycott Israel), Section 2252.152, Texas Government Code (Iran, Sudan, and foreign terrorist organizations), and Chapter 2274, Texas Government Code, as applicable.

- V. ***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 Sections III or IV of this General Services Contract, does not apply to this contract.

- A. Contractor's Additional Contract Documents:
 - 1. ***Insert Proposal or Official Bid Submittal Packet***
- 2. City's Additional Contract Documents:
 - 1. ***Required Insurance Provisions***

END OF DOCUMENT



BID SUBMITTAL PACKET



Job No. PARKS21-06

DUE DATE: Monday, November 8, 2021

Due no later than 10:00 A.M. CST. Bids received later than the date and time above will not be considered.

BIDDERS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".

**RETURN BID TO: City of West University Place
City Secretary's Office
3800 University Blvd.
West University Place, Texas 77005
Phone: 713-662-5813 Fax: 713-662-5305**

Project Officer: Darrell Bunch, Parks Maintenance Manager

Total Amount of Bid: (Included within Proposal submitted)

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____ e-mail: _____

Signature: _____ Print Name _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** Contract is not valid until Award Letter is issued, which will become part of this contract.]

Accepted by: _____

Date: _____



BID CHECKLIST

This checklist is intended as a reminder of what must be included in the bid.

Bidder must sign Bid Checklist acknowledging that all checked items have been submitted with bid.

If a bidder fails to submit the following items in its bid, the CITY may consider the bid non-responsive.

- Qualification Statement
- Price Schedule
- Residence Certificate/Tax Form
- Insurance
- Reference Sheet (minimum three [3] sheets should be submitted)
- General Service Contract (CITY will provide upon awarding of contract)
- Other Forms (Check only if Bidder has submitted a separate page detailing pricing for services not mentioned in this bid.)

BIDDER

DATE



QUALIFICATION STATEMENT

City: City of West University Place, Texas

City's Office: City Secretary's Office
3800 University Blvd.
West University Place, Texas 77005
Phone: 713-662-5813 Fax: 713-662-5305

Project: Job No. PARKS 21-06

Project Location: City of West University Place Texas

Project Officer: Darrell Bunch, Parks Maintenance Manager

SMILAR WORK (DEFINITION):

Description of work

NOTE: If any bid is to be made jointly by two or more entities, each entity must complete a separate statement.

The undersigned BIDDER certifies the following,

A. GENERAL:

Full Legal Name of BIDDER: _____

Check one: () Partnership () Joint Venture () Corporation

() Other: _____

Address: _____

Telephone: _____ *Fax:* _____

Texas Vendor Identification No.: _____

Tax Identification No.: _____

B. ORGANIZATIONAL BACKGROUND:

1. If the BIDDER is a PARTNERSHIP or JOINT VENTURE

a. Date of organization: _____

b. State whether partnership is general or limited: _____

c. List all general partners and any limited partners owning 10% or more:

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>% owned</i>
-------------	----------------	--------------	----------------

2. If BIDDER is a CORPORATION or LLC: _____

- a. Date of incorporation or formation: _____
- b. State of incorporation or formation: _____
- c. Charter/permit number: _____
- d. Principal place(s) of business: _____
- e. Other state(s) in which firm is authorized to do business: _____
- f. Officers
 - President:* _____
 - Vice President(s):* _____
 - Secretary:* _____
 - Treasurer:* _____
 - Other:* _____

- g. List all persons and entities owning 10% or more of the firm:

<i>Name</i>	<i>Address</i>	<i>Telephone</i>	<i>% owned</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. If the BIDDER is *other than a partnership, LLC or corporation*:

- a. Describe the organization: _____
- b. List all principals of the organization:

<i>Name</i>	<i>Address</i>	<i>Telephone</i>	<i>Title</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
- c. Date and manner of the organization's formation: _____

4. How long has the BIDDER done business under its present name and at its present address?

- a. _____ years

Under what other or former names and addresses has the BIDDER operated in the past five years?

<i>Name</i>	<i>Address</i>	<i>Years</i>
_____	_____	_____
_____	_____	_____
- b. Has the BIDDER ever defaulted, declared bankruptcy, or undergone reorganization procedures?

_____ Yes _____ No

If "yes", attach details: list of creditors, amounts owed, amounts repaid, resolution of proceedings, etc.
- c. Has a predecessor of the BIDDER defaulted, declared bankruptcy, or undergone reorganization procedures?

_____Yes _____No
If "yes", attach details, as above.

d. Does the BIDDER presently have outstanding claims pending against it?

_____Yes _____No
If "yes", attach details, as above.

e. Has the BIDDER been involved in litigation within the past five years, or is it currently involved in litigation?

_____Yes _____No
If "yes", attach details, as above.

f. Has an officer or principal of the BIDDER ever engaged in any of the activities or had claims against it, him or her as described in this Part B?

_____Yes _____No
If "yes", attach details, as above.

5. Has BIDDER ever changed its name, changed its form of organization or merged?

_____Yes _____No
If "yes," attach a detailed description of any name changes, changes in entity form or mergers, including documentary proof that any surviving entity succeeded to all liabilities of the pre-existing entities.

C. **SIMILAR WORK:**
(Note: "similar work" is defined above.)

1. How many years experience in "similar work" has the BIDDER had?

a. As a Seller: _____years

2. Has the BIDDER ever failed to complete a contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract (in excess of 1% of total contract payments), or refused to enter into contract for work awarded to it?

_____Yes _____No

If "yes", attach details: (a) name of project, (b) contract amount, (c) type of work, (d) name and addresses of: (i) project engineer, (ii) contractor, and (iii) owner, (e) when, (f) where, and (g) why.

3. BIDDER must attach a "Reference Sheet" (form attached) for each of the BIDDER's five largest current projects with "similar work" and for BIDDER's five most recently terminated projects with "similar work" (terminated projects include projects and facilities where BIDDER's services terminated for any reason and projects for which a contract was awarded but the work was not started).

NOTE: A minimum of three (3) Reference Sheets must be completed and attached. Other references are to be submitted to the CITY upon request.

D. **CERTIFICATION:**

The BIDDER certifies that all information contained in or attached to this Statement is current, correct, and complete. Any person, depository, agency, or other entity named in the Statement or attachments is authorized to supply the CITY or its representative with any information necessary to verify information from this Statement.

(Print or type Bidder's name)

By:(authorized signature)_____

Name:_____ Title:_____

Date:_____



PRICING/DELIVERY INFORMATION

Pricing: CONTRACTOR must complete open boxes. **Do not fill in gray shaded boxes.** Quantities are estimated,. **Pricing must be all-inclusive.** *Additional service requested will be priced according to unit price per building.* Grand totals include service for all buildings. CONTRACTOR may submit prices for services that may not be mentioned for CITY review.

PRICING SCHEDULE

Location	Description	Price
Liberty Hill Park	Remove the Pampas Grass, Azaleas, regrade both sides of the slope to eliminate the steep grade greatly reducing the slope of the hill, install Ligulairia, Camellia, install two stack rock wall at sign, replace Daniella, and remove Oleander and Photinia. Install 18 – 3-gal Trialias around the top of the sign. Sign. Install 40 l.f. double stack dry stack wall with moss rock.12”x16”x4”	
Community Center	<p>Along Rice Blvd, remove Hawthorns. Install rock weed barrier adjacent to building below the foundation line, and continue past the A.C. units to building wall. Install 30- Crimson Queen Loropetalum 3 gal. 20- 1 gallon Turks Cap, 6- 3 gallon Pineapple Guava, 6- 3 gal. Blue Plumbago and 9 Rudbeckia “Black Eyed Susan.” Along the front, remove Boxwoods and add 9 – Loropetulam and 12 – one gallon Peter Pan Agapanthus.</p> <p>South side of the Library /Community Building along Milton Street Remove and replace approximately 20 Indian Hawthorne with 5 gallon Indian Hawthorne “Raphiolepis Indicia “Clara”. Remove all weeds/vegetation inside the fencing around the AC units for the building approx. 12’x12’ contractor to verify install weed barrier fabric and bull rock cover.</p>	
City Hall	Remove all the variegated Pittosporum, along the south face of the building facing University Drive replace with Sunshine Ligustrum and new Burford Holly. Along the back of building, remove damaged Dwarf Yaupon and replace with new 15 gal. Dwarf Yaupon. Along the Council rotunda, install rock weed barrier below the foundation line. Remove all material from the triangle bed on the south east side of the building near the street. Install 30 7 gallon Ixora “Maui” and 90 Peter Pan Agapanthus 1 gallon and 30 one gal. Foxtail Fern. Install 3/16” steel edging around the perimeter of the plantings. At the south east entry remove the existing materials to the raised planter and install approximately 25 - 3 gal. Xanadu Philodendron, and 50 Daniella 1 gal. Clean weeds from planter add mix soil and 8 Purple Heart Vine.	

	City Hall East side perimeter parking area planting Remove any and all Japanese Boxwoods and other vegetation add mix soil to raise to grade. Install approximately 60 1 gallon asparagus fern.	
Public Works Administration	Remove all plant material, install 12 – 3gal. Daniella, 47 – 3 gal. Dwarf Bufford holly and 47- 3 gal. Sunshine Ligustrum. Install 140 l.f. 3/16” Steel Edging along the bed perimeter.	
Friends Park	Remove plant material along the front and replace with 10 3 gal. Muhly Grass, African Iris 3 Gal. 30, 4 -3 gal. Hummingbird bush and 6- 3 gal Double Knock - Out - Rose, 60 –Bulbine 1 gal. and 10 Foxtail Fern 1 gal.	
University Medians	Remove azaleas and replace with new azaleas. The original ones did not recover.	
Location	Description	Price
University at Edloe	Remove Indian Hawthorn and replace with Dwarf Yaupon Holly 3 gallon .	
Jennie Elizabeth Hughes	Replace up to 32 Japanese Podocarpus “Yew” 30 gal. and 50 White Lantana 1 gal. and 25 -1 gal Kaleidoscope Lantana.	
West U Recreation Center	Remove and replace damaged Boxwoods along fence line at Bellaire approx. 35 - 3 gal. Replace existing big Blue Liriope with Giant Liriope approx. 80 1- gal. (In front of the pool area), Provide Class#1 prune and shaping for 13 Japanese Blueberries along western fence. Remove dead wood shape and raise canopies to 84” from finish grade. Install replacement Boxwoods throughout property as needed, install approximately 35 Daniella, 3-gal and Foxtail Fern 50 - 1. Gallon at front entry near flag poles.	
Wastewater Treatment Plant	Remove any existing plantings install Loropetulam and Giant Liriope at the office entrance. Remove any and all Japanese Boxwoods and other vegetation add mix soil to raise to grade. Install approximately 60 1 gallon asparagus fern.	
Wakeforest Water Tower	Remove and replace Blueberries with 6 East Palatka Holly 45 – gal.	
Pubic Works on Milton	Remove boxwoods and replace with 22- Lorapetulam 3-gal.	
	Additional Requirements	
	All planted areas are to be amended with a minimum of 4-6” of bed planting mix.	
	All landscape plantings to be edged with “3/16” Ryerson steel edging.	
	All areas receiving bull rock ground cover will have Dewitt’s Weed Barrier or an approved equal installed below the rock.	
	All planting areas to receive 2” shredded hardwood bark mulch cover.	
	All trees to be planted and staked with 6” steel T-post two per tree. Trees to have a hardwood mulch tree ring around the perimeter of the	

	root ball. Expose the root flares on all newly planted trees. Do not cover with mulch.	
	Repair and replace and turf areas damaged during this landscape operations.	
	Any trees planted outside of properly irrigated areas must have tree bubblers installed.	
	All material to receive a full unconditional warranty for 90 days on shrubs and groundcovers, and 180 days for all trees.	
	GRAND TOTAL	



RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, City of West University Place requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- Nonresident bidder" refers to a person/company who is not a resident of this state.
- Resident bidder" refers to a person/company whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in
[Company Name]
Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as defined in
[Company Name]
Government Code §2252.001 and our principal place of business is _____.
[City and State]

Taxpayer Identification Number (T. I. N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

If you are an individual, list the names and addresses of any partnership of which you are a general partner:



INSURANCE SPECIFICATIONS

(REQUIRED FOR THIS PROJECT)

Owner: City of West University Place

Project: Job No. PARKS21-06

INSURANCE: The successful bidder shall provide and maintain the minimum insurance coverage's set forth below during the term of its agreement with the City.

1. Commercial General Liability insurance at minimum combined single limits of \$5,000,000_per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
3. Commercial Automobile Liability insurance **at minimum** combined single limits of \$5,000,000_per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of West University Place accepts **no responsibility** arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of West University Place shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of The City of West University Place shall be contained in the Workers Compensation and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of West University Place of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of West University Place will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of West University Place as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of West University Place.
9. Insurance must be purchased from insurers having a minimum AmBest financial rating of A.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance; be an admitted carrier in the State of Texas. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of West University Place.

Upon request, Contractor shall furnish The City of West University Place with certified copies of all insurance policies.

A valid certificate of insurance verifying each of the coverage's required above shall be issued directly to the City of West University Place within ten (10) business days after contract award by the successful contractor's insurance agent of record or insurance company. The certificate of insurance shall be sent to:

City of West University Place
City Secretary's Office
3800 University Blvd.
West University Place, TX 77005

Reduction or Waiver of Insurance Requirements

The City may at any time reduce or waive all or part of the insurance requirements established by this document for any contractor that has entered into an agreement with the City to provide the services for which this insurance applies, if the City determines that the reduction or waiver will not unreasonably expose the City to a risk of liability or loss. An authorized City representative must authorize any reduction or waiver of these insurance requirements in writing before the reduction or waiver is effective.



REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: _____, (CLIENT))

Name of project: _____

Type of work: _____

Location (city, county, state):
City _____ County _____ State _____

Bidder's compensation: _____

Dates of service: Start _____ End _____

Reference Contact Information:

Name of Company/Business: _____

Contact Person : _____

Address: _____

Telephone: _____

Email: _____

Bidders Performance Rating (circle one): *Excellent* *Good* *Average* *Poor*

Was Bidder declared to be in default by the owner or the surety? _____ *Yes* _____ *No*

If yes, please explain: _____
