

STATE OF TEXAS §
 § AGREEMENT FOR BED MAINTENANCE SERVICES
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of University Park, Texas (“City”) and BARE ROOTS LANDSCAPE SOLUTIONS (“Contractor”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain BED MAINTENANCE services from Contractor in accordance with the description and scope of services attached hereto as Exhibit “A” (“Scope of Services”); and

WHEREAS, Contractor desires to provide such services (the “Services”) to the City in accordance with Scope of Services attached hereto as Exhibit “A”;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until February 28, 2026, unless earlier terminated as provided herein (the “Term”).

**Article II
Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement; and
- B. The City’s RFP # 2024-14 (Exhibit A); and
- C. Contractor’s proposal to furnish the Services required by the City.

**Article III
Scope of Services**

Contractor shall provide the Services specifically set forth in the Scope of Services as contained in Exhibit “A,” which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor agrees to commence the Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit “A,” to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit “A.” The total compensation to Contractor shall not exceed \$61,930.76 during the Term. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit “A.” Upon approval, City shall compensate Contractor as provided herein and in Exhibit “A” with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed. Contractor shall be responsible for payment of all subcontractors, and all labor, materials, equipment and supplies provided as required by this Agreement.

5.2 Additional Work. Services other than set forth in this Agreement and/or Exhibit “A”, when requested in writing by the City, shall be charged at a rate to be agreed upon by the parties.

Article VI Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor’s receipt of a written Notice to Proceed from City shall be entirely at Contractor’s own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will, fail to perform in accordance with this Agreement.

In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII Devotion of Time; Personnel; and Equipment

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the Services required under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or companies that the Contractor may deem proper to aid or assist in the performance of the Services. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, hardware, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein. Contractor warrants for the maximum period allowed by law that the work performed conforms to the Scope of Services contained in Exhibit "A" and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers.

8.4 Contractor shall keep the site of the work free from waste material, rubbish, tools and equipment, and on completion of the work leave the site in a clean and orderly condition satisfactory to the City. Contractor shall remove and legally dispose of construction refuse. Contractor shall restore any work or City property damaged in the course of its performance of its duties hereunder.

8.5 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be terminated, and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of Services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days' prior written notice. Should Contractor terminate the Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; "Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor's existence as a going business, insolvency, appointment of a receiver for any part of Contractor's property, and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof; or,
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article XI Insurance

11.1 Contractor shall during the term hereof maintain in full force and effect insurance which contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of the Services under this Agreement.

11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage, with the exception of Worker's Compensation Insurance; (2) provide for at least thirty

(30) days' prior written notice to the City of the cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service or approved by the City Risk Manager. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended only by the mutual written agreement of the parties.

12.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of University Park, Texas.
Attn: City Manager
3800 University Blvd.
University Park, Texas 75205
Facsimile: _____

with copy to:

Robert L. Dillard III
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201
Telephone: 214-965-9900
Facsimile: 214-965-0010

If intended for Contractor:

Facsimile: _____

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the parties hereto.

12.10 Exhibits and Recitals. The exhibits attached hereto, and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 Indemnification. **Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney’s fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter “Claims”). Contractor is expressly required to defend City against all such Claims.**

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide its own defense; however, City is under no obligation to do so. Any such action by

City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

12.12 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the Services provided pursuant to this Agreement for a period of one year following the date of completion of the Services as determined by City, or the date of termination, if sooner.

12.13 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.15 Immunity; Defenses. Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to the City, its officers, employees or agents, including governmental immunity from suit as provided by law.

(Signature page to follow)

EXECUTED this _____ day of _____ 20__.

CITY OF UNIVERSITY PARK

By: _____
CITY MANAGER
3800 University Blvd.
University Park, Texas 75205

ATTEST

CITY SECRETARY

EXECUTED this _____ day of _____ 20__.

Bare Roots Landscape Solutions, Inc

CONTRACTOR

By:  _____
Signature of Authorized Officer

Name: Chris Bacala
Print Name

Title: Founder | CEO

[ADDRESS]

EXHIBIT "A"
SCOPE OF SERVICES

Solicitation RFP 2024-14

BED MAINTENANCE SERVICES - ANNUAL CONTRACT

Bid Designation: Public



City of University Park

BID OVERVIEW

Request For Proposal

Solicitation Number	2024-14
Solicitation Title	Bed Maintenance Services - Annual Contract
Solicitation Start Date	Monday, November 4, 2024
Solicitation End Date	Tuesday, December 3, 2024 11:00 am
Question & Answer End Date	Monday, November 18, 2024 4:00 pm
Solicitation Contact	Elizabeth Anderson (214) 987-5480 eanderson@uptexas.org
Contract Duration	1 year
Contract Renewal	4 optional annual renewals
Prices Good For	90 days
Bid Bond	Required

RFP Announcement

The City of University Park (“City”) announces a Request for Proposals (“RFP”) for Bed Maintenance Services - Annual Contract as specified in the RFP documents until Tuesday, December 3, 2024 at 11:00 am. Late proposals will not be accepted.

Term

The term of this contract is one (1) year, starting in March 2025. Services are to be provided once a week for 52 weeks. This contract has four (4) optional annual renewals.

Pre-Proposal Meeting

The City will host a Pre-Bid Meeting for this RFP at 10:00 am on Thursday, November 14, 2024. This is a virtual meeting that will be recorded.

The City will host **one optional pre-bid meeting for two solicitations simultaneously: RFP 2024-14 Bed Maintenance Services (this RFP) and RFP 2024-13 Mowing Services**. This is so that the City can address any overlapping issues that affect both contracts.

Deadline For Questions

Questions will be answered until Monday, November 18, 2024 at 4:00 pm. All questions must be submitted through OpenGov (<https://procurement.opengov.com/portal/uptexas>).

It is inappropriate for any Respondent to discuss this RFP with any City employee or representative other than the Purchasing Manager during the solicitation and evaluation processes. The City may disqualify any Respondent who engages in any such discussions. Questions asked during any official interviews with the RFP selection committee are excluded from this requirement.

Receipt of Proposals

City of University Park PREFERS sealed proposals to be submitted electronically via OpenGov (<https://procurement.opengov.com/portal/uptexas>).

The City will also accept sealed proposals in paper copy. Paper proposals must be delivered at the office of the Purchasing Department, City of University Park, 3800 University Blvd, University Park, TX 75205 and must be clearly marked:

“RFP #2024-14, Bed Maintenance Services”

Paper proposals must include one (1) unbound original document in a sealed, opaque envelope bearing the respondent's company name, address, RFP title, City of University Park RFP number, date, and time stated for the RFP deadline. E-mail or Facsimile (FAX) proposals will not be accepted.

Public Opening

The public opening will be held via Zoom immediately after the RFP deadline. You are invited to attend. As this is a Request for Proposals, only the names of the responding firms will be read aloud. This meeting will be recorded.

INTRODUCTION

Overview

The City of University Park (“City”) is seeking proposals from qualified contractors to provide Bed Maintenance services for select high-visibility flower beds within the City's limits. Services required for this contract include but are not limited to weeding, edging, and litter clean-up. The Respondent is responsible for locating and verifying the dimensions of all work areas listed in these documents before developing a cost proposal. The Successful Respondent (“Contractor”) will report to the City’s Parks Superintendent.

The City of University Park is located five (5) miles north of downtown Dallas. The City takes pride in providing excellent customer service to its residents. University Park is 3.7 square miles in size. The City was first annexed in 1924, so many of the roads are narrow and on-street parking is restricted in several areas. The City estimates that it has sixty (60) acres of parks and thirty-five (35) acres of turf. The campus of Southern Methodist University (“SMU”) is within the City’s borders; however, SMU manages its own contracts for groundskeeping services.

The ideal Respondent will have a permanent location within fifteen (15) miles of the 75205 zip code. This location should be where the equipment for this contract is stored. The ideal Respondent will have been in business for at least three (3) years and can demonstrate successful experience with other municipalities or corporate entities. The ideal Respondent will be able to provide an foreman or supervisor who has excellent customer service and supervisory skills and who is knowledgeable in industry best practices and safety techniques.

The City will host one optional pre-bid meeting for two solicitations simultaneously: RFP 2024-14 Bed Maintenance Services (this RFP) and RFP 2024-13 Mowing Services. This is so that the City can address any overlapping issues that affect both contracts.

A BID BOND worth five percent (5%) of the total annual contract price is required with each submission.

More information about the City and its parks is available on the City’s official website at <https://www.uptexas.org/>.

Timeline

The City is contemplating this schedule for the RFP:

Release Project Date:	November 4, 2024
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<p>Pre-Proposal Meeting (Non-Mandatory):</p>	<p>November 14, 2024, 10:00am</p> <p>This is a virtual meeting that will be recorded.</p> <p>Join by Computer https://us02web.zoom.us/j/88198952443?pwd=b9VtsjJmTjRuGJ8h6nqdDcCT3Sqm6m.1 Meeting ID: 881 9895 2443 Passcode: 623955</p> <p>Join by Phone +1 669 444 9171 US +1 669 900 6833 US Meeting ID: 881 9895 2443 Passcode: 623955</p>
<p>Question Submission Deadline:</p>	<p>November 18, 2024, 4:00pm</p>
<p>Response Submission Deadline:</p>	<p>December 3, 2024, 11:00am</p>
<p>Proposal Opening:</p>	<p>December 3, 2024, 11:00am</p> <p>This is a virtual meeting that will be recorded.</p> <p>Join by Computer https://us02web.zoom.us/j/84114823646?pwd=L8ffQB0PACggsuSCqIObGdSY2U27jv.1 Meeting ID: 841 1482 3646 Passcode: 580519</p> <p>Join by Phone • +1 346 248 7799 US • +1 719 359 4580 US Meeting ID: 841 1482 3646 Passcode: 580519</p>

Proposal Requirements

Each proposal submission must contain all the items listed below. If you are submitting a paper copy, your submission must be filed in the categorical order stated below. Incomplete submittals may be rejected by the Selection Committee.

Please Submit:

- A. Your Cost Proposal

- B. Bid Bond - The City's preferred form is attached
- C. Responses to the Questions in the "Vendor Questionnaire" Section
- D. Conflict of Interest Questionnaire ("CIQ")
- E. Combined Certifications Questionnaire

SCOPE OF WORK

Service Areas

These lots must be maintained once a week for 52 weeks. These are all high-visibility areas that must be kept free of trash and weeds.

- Central Expressway - bridge bed at Southwestern and surrounding pavers
- Central Expressway - bridge bed at Lovers Lane and surrounding pavers
- Central Expressway - bridge bed at University Blvd and surrounding pavers
- Central Expressway - bridge bed at SMU Blvd and surrounding pavers
- Central Expressway - bridge bed at Mockingbird and surrounding pavers
- Central Expressway - Service road from Southwestern Blvd. to Mockingbird Ln.
- Lovers Lane median at N. Central Expressway
- University Blvd. median at N. Central Expressway (does not include the seasonal color bed)
- 3200-3300 Northwest Hwy- inside wall Airline west to Hillcrest
- 3400 Northwest Hwy - outside wall Airline west to Turtle Creek
- 8400 Hillcrest at Northwest Hwy - traffic island
- 4300-4400 Mockingbird Parkway - north side of wall
- 5800 – 6800 Roland Ave. – aka Roland Wall - Potomac
- Roland Ave. from 4538 Emerson to 4524 Emerson - west side of these buildings, landscape along wall
- 7100-7700 blk Lomo Alto along Dallas North Tollway
- 2525 University Blvd – CUP Transfer Station
- 4420 Worcola – Peek Service Center
- 4419 Worcola

Maintenance Requirements

- **Trash Removal** – will consist of removing debris and trash from the beds and walkways and the total site at each site visit.
- **Weed Control In Beds** – All sites listed above will be maintained weed free at all times by the contractor. Many of these locations have high visibility and weeds cannot be tolerated. Will consist of the physical removal of all weeds at each site visit that develop in the bed areas.
- **Weed control on pavement and pavers** - Decomposed granite, pavers, and hardscape in landscapes listed above under “Bed Maintenance” will be maintained weed-free at all times. This will likely be necessary with a post-emergent herbicide. Post-emerge herbicide weed control shall be consistent with the label direction and will be applied under the supervision of a licensed pesticide applicator. The contractor will supply the City with their mixing rates, label and MS (SDS) for any herbicide applied.

- **Weedeating** – Weedeating will occur at the frequency specified above. The edges of Asian jasmine beds will be kept clean and crisp. Asian jasmine will not be allowed to grow vertically up walls. Tree rings will be maintained around the bases of all trees so that the weedeater line does not come in contact with any tree. Asian jasmine will be maintained at a height of 4-6”.
- **Pest and Disease Infestation** - The Contractor will inspect the plant material and alert the City of suspected insect and disease infestation so the City can provide prompt treatment.
- **Pruning** – will be performed to provide a consistent, uniform shape and height of all shrubbery. Salvias shall be pruned each February by removing 1/3 of their growth. Do not sheer any nandinas. Prune vining plants according to species.

Litter / Clean-up

- All debris, trash, limbs, rocks, etc. shall be collected as it occurs and removed from site by the Contractor prior to each mowing.
- All drives, parking areas, storm drains, ditches, culverts, valley curbs and any storm drainage structure must be kept clean of vegetation, litter, soil and debris. A free flow of water must be maintained at all times.
- The Contractor is responsible for cleaning any pavement, structure or other surface of debris, vegetation, litter or material created by grounds maintenance activity.
- The Contractor must not blow or deposit grass clippings, leaves, brush, or similar material into a street, gutter, storm sewer, watercourse, or into the street.
- The Contractor must not blow or deposit grass clippings, leaves or similar material into shrub or color beds.

Fertilization & Chemical Application

The City or its authorized agent will apply fertilizer and chemicals to all turf areas at specified times. The Contractor will be responsible for adjusting the mowing schedule when fertilizer or chemicals are applied.

Inspections

The Contractor will conduct frequent inspections of all maintenance areas to ensure that quality is consistent with contract expectations and that maintenance frequencies are upheld.

Schedule

- Prior to beginning work under this contract, the Contractor will provide the City with a detailed schedule of how he/she expects to accomplish this work along with a statement of anticipated labor forces. The schedule will include but not be limited to target dates for all cycle and period work, time

estimates for task completion, staffing requirements, equipment requirements, etc. Any time this schedule needs to change this will be communicated to the City's representative and a new schedule will be provided.

- With each invoice the Contractor will submit the time of entry on and exit from each site.
- It will be the Contractor's responsibility to provide adequate personnel, materials and equipment to meet his/her participation and commitments to these schedules. **Contractor shall not use subcontractors to fulfill this contract.** Periodic meetings will be held either on-site or in the offices of the City to discuss progress made to date and modifications to the schedule required to meet short-term as well as long-term objectives and goals of the City. It is further understood that a representative of the contractor shall attend all job meetings of this nature.

Invoices

- The Contractor will issue monthly invoices to the City of University Park at payables@uptexas.org.
- Each invoice MUST include a listing of all properties serviced and the date(s) and time(s) of service. The City WILL NOT issue payment against an invoice with insufficient service detail.
- The City will issue payments in a timely manner, on a Net 30 basis.

Performance Standards

- All services described in this RFP shall be performed in a courteous and orderly manner with a minimum of inconvenience to the City's residents. The Contractor shall provide its employees with **acceptable uniforms**, approved by the City, while working within the city limits of University Park.
- The Contractor must provide a qualified supervisor or foreman on the site at all times during any maintenance activities. This person will be responsible for the progress of the work and the conduct of the Contractor's personnel. The foreman must have excellent communication and customer service skills and must be knowledgeable in industry best practices and safety techniques.
- The personnel performing the services described in this RFP shall be under the sole responsibility and the employ of the Contractor.
- The Contractor will interview, screen, hire, control, supervise, train, and pay for sufficient qualified personnel as may be necessary to perform the landscape services described in this RFP. This screening shall include personnel's eligibility to work in the United States.
- The Contractor shall thoroughly investigate the background of each employee assigned to the City's property and shall not assign any employee on a full or part-time basis who has been convicted of a felony or crime involving moral turpitude or any relationship with a child.
- The Contractor shall conduct routine training and retraining of personnel to insure they maintain an acceptable knowledge level of procedures and safety to ensure proper performance.
- The City may request spot performance audits of assigned personnel and a summary report provided to the designated agents of the City.

- All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
- The Contractor shall, if required by the City at any time during the term of this contract, execute any extra work, make any substitutions in the work and/or omit such work that the City may require. Any such changes must be authorized by the City via written request, stating the amount to be added to or deducted from the weekly invoice. Any unit price of man-hour prices that are stipulated herein shall govern when determining the value of such additions, substitutions and/or omissions to the extent said unit prices are applicable. In case of disagreement as to the adjustment of the contract price, the Contractor shall proceed with the work, pending determination of such amount.
- The Contractor shall supervise and direct the work, using his/her best skill and attention. The Contractor shall be responsible for all turf maintenance methods, techniques, and procedures; and for coordinating all portions of the work herein contracted to be done.
- Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, material, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
- The Contractor shall comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work described in this RFP.
- The Contractor shall be responsible for the acts and omissions of, including but not limited to, all agents and employees and all other persons performing any of the work under a contract with the Contractor.
- The Contractor shall be responsible for initiating, maintaining and supervising appropriate safety precautions and programs in connection with the work described in this RFP. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 1. all employees on the project,
 2. other people in the vicinity of the project,
 3. all project materials and equipment, and
 4. other immediate or adjacent property.
- If the Contractor fails to provide sufficient personnel to complete the work as specified in these documents, the City may elect to complete the work using City personnel and equipment. If this occurs, the Contractor will adjust his invoices to deduct any properties that were remediated by City staff.
- The City will issue written notices to the Contractor in cases where work has not been properly completed. The written notices will be kept on file and may be used to document performance issues.
- The City may terminate this contract after serving twenty four (24) hours' written notice if any of these conditions occur:
 - A. Contractor becomes insolvent;

- B. Contractor repeatedly demonstrates an inability to complete the requirements of this contract in a timely manner;
- C. Contractor assigns this contract to a sub-contractor;
- The Contractor is not responsible for damage or death of trees, shrubs, ground covers, vines or turf caused by oak wilt, oak decline, or cotton root rot, vandalism, vehicular or pedestrian traffic, animals, or excessively severe weather; nor for erosions, poor drainage, underlying rock and shale; nor for other work being performed on the premises. Contractor will, however, be responsible for reporting the above conditions immediately to the owner's agent.
 - Any labor, services, or materials over and above the scope of this contract must be approved by the City's designated representative, and may be billed as an extra at the hourly rate quoted in the Contractor's bid proposal per worker hour plus reasonable cost of any materials.
 - The Contractor shall instruct its employees to use caution while operating mowers, edgers, and line trimmers near trees, shrubs and ground cover to prevent possible damage. The Contractor shall be responsible for damage to the base of trees and shrubs caused by the Contractor or its employee(s) improper use of line trimmings, mowers, or other grounds/turf equipment.
 - The Contractor must provide warning signs and traffic cones at points along all street medians and right-of-ways as may be necessary to protect work and safeguard all traffic. All warning signs and cone layouts shall be provided and maintained in accordance with the requirements of the Texas Manual on Uniform Traffic Control Devices.

Work Days and Hours

Working days are Monday through Friday, excluding any bank holidays. Work is permitted between 7:00 AM and 7:00 PM. Some work may be permitted on Saturdays, but this must be approved ahead of time in writing by City staff. No work will be permitted on Sundays. If inclement weather is forecasted, it is the Contractor's responsibility to contact the City to discuss a contingency plan.

Ozone Alert Days Contingency Plan

On days when ozone alerts are in effect:

- The Contractor will be asked to refrain from using small gasoline powered engines until after 10:00 AM.
- The Contractor will be encouraged to use diesel-fueled or propane-fueled equipment, and lawn maintenance equipment which meets California emission standards.
- The Contractor will be asked to limit and strictly control mixing two cycle fuel.
- The Contractor must obey all present and future Texas Natural Resource Conservation Commission regulations concerning the Environmental Protection Agency's National Ambient Air Quality Standards in accordance with the Clean Air Act.

EVALUATION AND SELECTION

City staff will evaluate each proposal based on the following criteria.

Once each proposal has been scored, the City may exercise its option to do any of the following:

- Invite one (1) or more Respondents to interview with the Selection Committee;
- Select a Respondent for award recommendation without interviews;
- Reject any proposal that is not deemed to be in the City’s best interests; or
- Reject all proposals and start over

The City will have sole discretion in these decisions. Respondents are responsible for all costs associated with creating a proposal and interviewing with the committee during the selection process. City Council must approve all award recommendations, and they meet on the first and third Tuesday of each month.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Work Plan</p> <p>Evaluation will be based on personnel, supervision, and types of equipment proposed to complete the work specified in this RFP.</p> <p>The ideal Respondent will be able to provide an foreman or supervisor who has excellent customer service and supervisory skills and who is knowledgeable in industry best practices and safety techniques.</p>	Points Based	<p>30 <i>(30% of Total)</i></p>
2.	<p>Cost Proposal</p>	Points Based	<p>30 <i>(30% of Total)</i></p>
3.	<p>Experience and References</p> <p>The ideal Respondent will have been in business for at least three (3) years and can demonstrate successful experience with other municipalities or corporate entities.</p>	Points Based	<p>30 <i>(30% of Total)</i></p>

<p>4.</p>	<p>Location of the branch assigned to this contract</p> <p>The ideal Respondent will have a permanent location within fifteen (15) miles of the 75205 zip code. This location should be where any equipment for this contract is stored.</p>	<p>Points Based</p>	<p>10 <i>(10% of Total)</i></p>
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PRICING PROPOSAL**BED MAINTENANCE**

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total	No Bid
1	Central Expressway - bridge bed at Southwestern and surrounding pavers		52	WEEKS		
2	Central Expressway - bridge bed at Lovers Lane and surrounding pavers		52	WEEKS		
3	Central Expressway - bridge bed at University Blvd and surrounding pavers		52	WEEKS		
4	Central Expressway - bridge bed at SMU Blvd and surrounding pavers		52	WEEKS		
5	Central Expressway - bridge bed at Mockingbird and surrounding pavers		52	WEEKS		
6	Central Expressway - service road from Southwestern Blvd. to Mockingbird Ln.		52	WEEKS		
7	Lovers Lane median at N. Central Expressway		52	WEEKS		
8	University Blvd. median at N. Central Expressway (does not include the seasonal color bed)		52	WEEKS		
9	3200-3300 Northwest Hwy- inside wall Airline west to Hillcrest		52	WEEKS		

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total	No Bid
10	3400 Northwest Hwy - outside wall Airline west to Turtle Creek		52	WEEKS		
11	8400 Hillcrest at Northwest Hwy - Traffic Island		52	WEEKS		
12	4300-4400 Mockingbird Parkway - north side of wall		52	WEEKS		
13	5800 – 6800 Roland Ave. – aka Roland Wall - Potomac south alley to north Drane Rd./Davis Park		52	WEEKS		
14	Roland Ave. from 4538 Emerson to 4524 Emerson – west side of these buildings, landscape along wall		52	WEEKS		
15	7100-7700 blk Lomo Alto along Dallas North Tollway Wall		52	WEEKS		
16	2525 Unveristy Blvd. - CUP Transfer Station		52	WEEKS		
17	4420 Worcola – Peek Service Center		52	WEEKS		
18	4419 Worcola		52	WEEKS		
TOTAL						

VENDOR QUESTIONNAIRE

Name of Vendor*

*Response required

Address of branch assigned to this contract:*

Example:

Street Address

City, State, Zip

*Response required

Whom should we contact with any questions about this submission?*

Provide:

Full Name

Title

Phone#

Email

*Response required

Provide number of years in business:*

*Response required

References*

Provide 3 – 5 references. Please include name of organization, name of reference, phone and email.

*Response required

Name of Proposed Foreman / Supervisor*

*Response required

Provide the number of years this person has been with the Company (Note that if your firm is awarded this contract, this person will not change unless approved in writing by the City.)*

*Response required

How many crews do you plan to assign to our account?*

*Response required

How many people make up one crew?*

*Response required

OPTIONAL - You may use this upload pages to add any additional comments about your work plan here. The attached Conflict of Interest Questionnaire document is required by the State of Texas. Please download this document, complete it and upload it with your proposal. If you do not have any conflicts of interest with the City of University Park, please write "NA" in the applicable lines.*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

*Response required

Please read the attachment carefully, initial/sign as requested, and upload the completed form. Several of these clauses are required by the State of Texas.*

Please download the below documents, complete, and upload.

- [Combined certifications - n...](#)

*Response required

GENERAL TERMS AND CONDITIONS

THESE GENERAL CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF UNIVERSITY PARK.

INSTRUCTIONS

THESE INSTRUCTIONS APPLY TO ALL QUOTATIONS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID PACKET SUBMITTED.

Late Proposals

The City of University Park appreciates your time and effort in preparing a response to this solicitation. Please note that to be considered, all proposals must be received through the Procurement Portal at <https://procurement.opengov.com/portal/uptexas>. If you are submitting a paper copy, your proposal must be received at the office of the Purchasing Department, City of University Park, 3800 University Blvd, University Park, TX 75205 before the RFP deadline. Proposals received after the deadline will not be considered for the award of this contract and will be considered void and unacceptable. The City of University Park is not responsible for lateness or non-delivery of mail or private carrier, traffic delays, extended OpenGov upload times, etc., and the clock in the Purchasing Manager's office shall be the official time of receipt.

Distribution of Information

The City uses OpenGov to distribute information regarding informal and formal solicitations. All respondent questions, the corresponding answers, and any addenda shall be posted to OpenGov. This will be the only place where this information is posted. Respondents are strongly encouraged to register for free at <https://procurement.opengov.com/login>. Failure of a Respondent to receive any addendum or question and answer does not release the Respondent from any obligations under his Proposal, provided that this information was posted and distributed by OpenGov. Businesses without Internet access may use computers available at most public libraries.

Contract Awards

RFP awards are approved by the City Council. Council meetings are held the first and third Tuesdays of each month. To obtain RFP results or tabulations, please check OpenGov (<https://procurement.opengov.com/portal/uptexas>),

Public Information Act

PLEASE READ CAREFULLY

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, please clearly identify those portions as "CONFIDENTIAL".

Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. Tex. Loc. Govt. Code 252.049(b)

The City of University Park will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

REQUIRED INFORMATION

CITY OF UNIVERSITY PARK BID PACKETS MAY CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. EACH REQUIRED SECTION MUST BE COMPLETED PRIOR TO THE DATE AND TIME SET FOR BID OPENING AND INCLUDED WITH THE BID PACKET OR THE BID WILL BE FOUND TO BE NON-RESPONSIVE.

DISTRIBUTION OF INFORMATION

THE CITY USES OPENGOV TO DISTRIBUTE INFORMATION REGARDING INFORMAL AND FORMAL SOLICITATIONS. ALL BIDDER QUESTIONS, THE CORRESPONDING ANSWERS, AND ANY ADDENDA SHALL BE POSTED TO OPENGOV. THIS WILL BE THE ONLY PLACE WHERE THIS INFORMATION IS POSTED. BIDDERS ARE STRONGLY ENCOURAGED TO REGISTER AT NO COST AT <https://procurement.opengov.com/login>. FAILURE OF A BIDDER TO RECEIVE ANY ADDENDUM OR QUESTION AND ANSWER DOES NOT RELEASE THE BIDDER FROM ANY OBLIGATIONS UNDER HIS BID, PROVIDED THAT THIS INFORMATION WAS POSTED AND DISTRIBUTED BY OPENGOV. BUSINESSES WITHOUT INTERNET ACCESS MAY USE COMPUTERS AVAILABLE AT MOST PUBLIC LIBRARIES.

NEWSPAPER ADVERTISEMENTS

ALL FORMAL SOLICITATIONS WILL BE ADVERTISED IN THE DAILY COMMERCIAL RECORD AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE, CHAPTER 252.

ERROR-QUANTITY

BID PRICE MUST BE SUBMITTED ON UNITS OR QUANTITY SPECIFIED, EXTENT, AND TOTAL SHOWN. IN THE EVENT OF DISCREPANCIES IN EXTENSIONS, THE UNIT PRICE SHALL GOVERN.

MAKE-MODEL

ANY CATALOG, BRAND NAMES, OR MANUFACTURER'S REFERENCE IN THIS BID PACKET IS DESCRIPTIVE AND NOT RESTRICTIVE, AND IS USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED FOR COMPARISON PURPOSES UNLESS SPECIFICALLY EXCLUDED. PLEASE QUOTE AS LISTED OR GIVE EQUAL. IF AN ITEM OFFERED IS OTHER

THAN AS REQUIRED BY THE SPECIFICATIONS, BIDDER MUST STATE MAKE, MODEL, AND PART NUMBER OF PRODUCT QUOTED. EQUALITY WILL BE DETERMINED BY THE SPECIFICATIONS.

SPLIT AWARD

THE CITY OF UNIVERSITY PARK RESERVES THE RIGHT TO AWARD A SEPARATE CONTRACT TO SEPARATE VENDORS FOR EACH ITEM/GROUP OR TO AWARD ONE CONTRACT FOR THE ENTIRE BID. THE CITY RESERVES THE RIGHT TO TAKE INTO CONSIDERATION CONTRACT ADMINISTRATION COSTS FOR MULTIPLE AWARD CONTRACTS WHEN DETERMINING LOW BID.

PRICING

UNLESS OTHERWISE STATED IN THIS DOCUMENT, BID PRICE(S) QUOTED MUST BE HELD FIRM BY THE BIDDER FOR NINETY (90) DAYS FROM THE DATE OF THE BID TO ALLOW SUFFICIENT TIME FOR EVALUATION BY THE CITY.

AWARD OF CONTRACT

THE CITY RESERVES THE RIGHT TO AWARD THIS CONTRACT BY ONE OF THE FOLLOWING METHODS. THE METHOD SELECTED WILL BE IN THE BEST INTEREST OF THE CITY, AS DETERMINED BY THE PURCHASING MANAGER.

- A. TO THE LOWEST RESPONSIBLE BIDDER(S), BIDDING ALL ITEMS AND MEETING ALL SPECIFICATIONS;
- B. TO AWARD TO ONE OR MORE BIDDERS;
- C. TO THE LOWEST RESPONSIBLE BIDDER(S) MEETING SPECIFICATIONS, PER LINE ITEM;
- D. IF SPECIFIED, TO THE LOW BIDDER(S) MEETING SPECIFICATIONS, PER CATEGORY. TO QUALIFY FOR AN AWARD OF A CATEGORY, A BIDDER MUST BID ALL ITEMS WITHIN THAT CATEGORY. IF ALL ITEMS OF A CATEGORY ARE NOT BID BY ALL VENDORS, AWARD SHALL BE MADE IN THE BEST INTEREST OF THE CITY.
- E. TO THE BIDDER(S) WHO PROVIDE THE GOODS OR SERVICES SPECIFIED IN THE SOLICITATION AT THE BEST VALUE TO THE CITY IN COMPLIANCE WITH TEXAS LOCAL GOVERNMENT CODE, SECTION 252.043.
- F. TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY BID.
- G. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS, TO WAIVE FORMALITIES, OR TO PROCEED OTHERWISE WHEN IN THE BEST INTEREST OF THE CITY.

WARRANTY/GUARANTEE LAWS AND REGULATIONS

BY ACCEPTANCE OF A PURCHASE ORDER, IN ADDITION TO THE GUARANTEES AND WARRANTIES PROVIDED BY LAW, VENDOR EXPRESSLY GUARANTEES AND WARRANTS AS FOLLOWS:

- A. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATIONS OR WITH THE APPROVED SAMPLE SUBMITTED, AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF DELIVERY AND PAYMENT FOR THE ARTICLES AND THAT THE VENDOR WILL BEAR THE COST OF INSPECTING AND/OR TESTING ARTICLES REJECTED.

- B. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL NOT INFRINGE ON ANY VALID PATENT, TRADEMARK, TRADE NAME, OR COPYRIGHT, AND THAT THE VENDOR WILL, AT HIS OWN EXPENSE, DEFEND ALL ACTIONS OR SUITS CHARGING SUCH INFRINGEMENT AND WILL SAVE AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, LOSSES, LIABILITIES AND SUITS ARISING THEREFROM.
- C. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL BE MANUFACTURED, SOLD AND/OR INSTALLED IN COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.
- D. THAT NOTHING CONTAINED HEREIN SHALL EXCLUDE OR AFFECT THE OPERATION OF ANY IMPLIED WARRANTIES OTHERWISE ARISING IN FAVOR OF THE CITY.

F.O.B./DAMAGE

QUOTATIONS SHALL BE BID F.O.B. DELIVERED, MUNICIPAL FACILITY, UNIVERSITY PARK, TX, AND SHALL INCLUDE ALL DELIVERY AND PACKAGING COSTS. THE CITY OF UNIVERSITY PARK ASSUMES NO LIABILITY FOR GOODS DELIVERED IN DAMAGED OR UNACCEPTABLE CONDITION. THE SUCCESSFUL BIDDER SHALL HANDLE ALL CLAIMS WITH CARRIERS, AND IN CASE OF DAMAGED GOODS, SHALL SHIP REPLACEMENT GOODS IMMEDIATELY UPON NOTIFICATION BY THE CITY OF DAMAGE.

INVOICES

INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER TO THE CITY OF UNIVERSITY PARK, ACCOUNTING DEPARTMENT AT PAYABLES@UPTEXAS.ORG OR 3800 UNIVERSITY BLVD., UNIVERSITY PARK, TX 75205.

PAYMENT TERMS

PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS BID PACKET.

TAXES

THE CITY OF UNIVERSITY PARK IS EXEMPT FROM FEDERAL MANUFACTURER'S EXCISE AND STATE SALES TAX. **TAX MUST NOT BE INCLUDED IN BID.** TAX EXEMPTION CERTIFICATES WILL BE EXECUTED BY THE CITY AND FURNISHED UPON REQUEST.

SPECIFICATION-SAMPLES

SAMPLES, IF REQUIRED, SHALL BE FURNISHED FREE OF EXPENSE TO THE CITY. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

DELIVERY PROMISE – PENALTIES

QUOTATIONS **MUST** SHOW THE NUMBER OF CALENDAR DAYS REQUIRED TO COMPLETE THE PROJECT FOR THE CITY. WHEN DELIVERY DELAY CAN BE FORESEEN, THE BIDDER SHALL GIVE PRIOR NOTICE TO THE PURCHASING DIVISION, WHICH SHALL HAVE THE RIGHT TO EXTEND THE DELIVERY DATE IF REASONS FOR DELAY APPEAR ACCEPTABLE. DEFAULT IN PROMISED DELIVERY, WITHOUT ACCEPTABLE REASONS, OR FAILURE TO MEET SPECIFICATIONS, AUTHORIZES THE PURCHASING DIVISION TO PURCHASE GOODS ELSEWHERE OR TO APPLY LIQUIDATED DAMAGES.

PACKAGING

UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.

CORRESPONDENCE

THE NUMBER OF THIS BID PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THIS SOLICITATION.

DELIVERY TIMES

DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY FACILITY.

EVALUATION

BIDS/PROPOSALS WILL BE EVALUATED AS OUTLINED IN THE BID/PROPOSAL DOCUMENT.

FUNDING

FUNDS FOR PAYMENT HAVE BEEN PROVIDED THROUGH THE CITY OF UNIVERSITY PARK BUDGET, APPROVED BY THE CITY COUNCIL FOR THIS FISCAL YEAR ONLY. STATE OF TEXAS STATUTES PROHIBIT THE OBLIGATION AND EXPENDITURE OF PUBLIC FUNDS BEYOND THE FISCAL YEAR FOR WHICH A BUDGET HAS BEEN APPROVED. THEREFORE, ANTICIPATED ORDERS OR OTHER OBLIGATIONS THAT MAY ARISE PAST THE END OF THE CURRENT FISCAL YEAR SHALL BE SUBJECT TO BUDGET APPROVAL.

ASSIGNMENT

THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.

INTERLOCAL AGREEMENT

SUCCESSFUL BIDDER AGREES TO EXTEND PRICES AND TERMS TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF UNIVERSITY PARK.

AUDIT

THE CITY OF UNIVERSITY PARK RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE (3) YEARS THEREAFTER.

INSURANCE

THE CITY REQUIRES VENDOR(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS. ADDITIONAL INSURANCE MAY BE REQUIRED IN THE BID PACKET. IF ADDITIONAL INSURANCE REQUIREMENTS ARE INCLUDED IN THE BID PACKET, THOSE REQUIREMENTS WILL PREVAIL.

PROTESTS

- A. **BIDS** - ALL PROTESTS REGARDING THE BID SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE PURCHASING MANAGER WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF BID NOTICES, DEADLINES, BID OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS. THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS BID. PROTESTS RELATING TO STAFF RECOMMENDATIONS MUST BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY PRIOR TO COUNCIL AWARD. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW 72 HOURS PRIOR TO CONSIDERATION BY THE CITY COUNCIL ON THE CITY'S WEBSITE AT <http://www.uptexas.org/Government/City-Council/Council-Minutes-and-Agendas>.
- B. **RFPs** - ALL PROTESTS REGARDING THE RFP SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE PURCHASING MANAGER WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF PROPOSALS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF RFP NOTICES, DEADLINES, RFP OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS. THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS RFP. PROTESTS RELATING TO STAFF RECOMMENDATIONS MUST BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY PRIOR TO COUNCIL AWARD. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW 72 HOURS PRIOR TO CONSIDERATION BY THE CITY COUNCIL ON THE CITY'S WEBSITE AT <http://www.uptexas.org/Government/City-Council/Council-Minutes-and-Agendas>.

CHANGE ORDERS

NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF UNIVERSITY PARK.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF UNIVERSITY PARK MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:

- A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;
- B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;
- C. HAVE SATISFACTORY RECORD OF PERFORMANCE;
- D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;
- E. OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD.

INDEMNIFICATION

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES ARE SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

TERMINATION FOR DEFAULT

THE CITY OF UNIVERSITY PARK RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.

REMEDIES

THE SUCCESSFUL BIDDER AND THE CITY OF UNIVERSITY PARK AGREE THAT EACH PARTY HAS RIGHTS, DUTIES, AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE AND ANY OTHER AVAILABLE REMEDY, WHETHER IN LAW OR EQUITY.

VENUE

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN DALLAS COUNTY, TEXAS. EXCLUSIVE VENUE SHALL BE IN DALLAS COUNTY, TEXAS.

SILENCE OF SPECIFICATION

THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.

CONFLICT OF INTEREST

A PUBLIC OFFICIAL OF THE CITY WHO HAS A SUBSTANTIAL BUSINESS INTEREST IN THIS CONTRACT, MUST COMPLY WITH VERNON'S TEXAS CODES ANNOTATED, LOCAL GOVERNMENT CODE TITLE 5, SUBTITLE C, CHAPTER 171, IF APPLICABLE.

IF YOU OR ANYONE CLOSELY RELATED TO YOU IS AN EMPLOYEE OF THE CITY OF UNIVERSITY PARK, YOU AND THE CITY EMPLOYEE MUST MAKE DISCLOSURE OF THAT FACT BY CONSULTING THE EMPLOYEE'S IMMEDIATE SUPERVISOR OR DEPARTMENT HEAD TO DISCUSS THE CIRCUMSTANCE PRIOR TO THE SUBMISSION OF YOUR BID. **[CITY OF UNIVERSITY PARK ADMINISTRATIVE ORDER PRS-16, SECTION A (3)]**. EFFECTIVE JANUARY 1, 2006, CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE REQUIRES THAT ANY VENDOR OR PERSON CONSIDERING DOING BUSINESS WITH A LOCAL GOVERNMENT ENTITY DISCLOSE IN THE QUESTIONNAIRE FORM CIQ THE VENDOR OR PERSON'S AFFILIATION OR BUSINESS RELATIONSHIP THAT MIGHT CAUSE A CONFLICT OF INTEREST WITH A LOCAL GOVERNMENT ENTITY. A VENDOR MUST ALSO DISCLOSE ANY GIFTS GIVEN TO THE PUBLIC OFFICIAL OR OFFICIAL'S FAMILY MEMBER WORTH A TOTAL VALUE OF ONE HUNDRED DOLLARS (\$100.00) OR MORE OVER THE PREVIOUS TWELVE (12) MONTHS. BY LAW, THE CIQ QUESTIONNAIRE MUST BE FILED WITH THE RECORDS ADMINISTRATOR OF THE CITY OF UNIVERSITY PARK NOT LATER THAN THE SEVENTH (7TH) BUSINESS DAY AFTER THE DATE THE PERSON BECOMES AWARE OF FACTS THAT REQUIRE THE STATEMENT TO BE FILED. SEE SECTION 176.006, LOCAL GOVERNMENT CODE. A PERSON COMMITS AN OFFENSE IF THE PERSON VIOLATES SECTION 176.006, LOCAL GOVERNMENT CODE. AN OFFENSE UNDER THIS SECTION IS A CLASS C MISDEMEANOR. FORM CIQ IS ATTACHED TO THIS BID. BY SUBMITTING A RESPONSE TO THIS REQUEST, VENDOR REPRESENTS THAT IT IS IN COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE.

PREPARATION COST

THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY BIDS OR MATERIALS SUBMITTED IN RESPONSE TO ANY BID, QUOTATION, OR PROPOSAL.

BID OPENINGS

ALL BIDS SUBMITTED WILL BE READ AT THE CITY'S REGULARLY SCHEDULED BID OPENING FOR THE DESIGNATED PROJECT. **HOWEVER, THE READING OF A BID AT BID OPENING SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.**

THE CITY WILL DECIDE AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF UNIVERSITY PARK PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

ENERGY CONSERVATION AND RECYCLED PRODUCTS

BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR CERTIFIED PRODUCTS AND/OR PRODUCTS THAT MEET FEDERAL ENERGY **MANAGEMENT** PROGRAM STANDARDS (WWW.EERE.ENERGY.GOV/FEMP) FOR ENERGY CONSUMPTION. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS THAT ARE PRODUCED WITH RECYCLED MATERIALS, WHERE APPROPRIATE, UNLESS OTHERWISE REQUESTED IN THE SPECIFICATIONS.

ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR, GREEN SEAL, ECOLOGO AND/OR EPEAT CERTIFIED PRODUCTS. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS AND SERVICES THAT ARE PRODUCED OR DELIVERED WITH MINIMAL USE OF VIRGIN MATERIALS AND MAXIMUM USE OF RECYCLED MATERIALS AND REDUCE WASTE, ENERGY USAGE, WATER UTILIZATION AND TOXICITY IN THE MANUFACTURE AND USE OF PRODUCTS.

PRICE ESCALATION

PRICE ESCALATIONS MAY BE PERMITTED BY THE CITY OF UNIVERSITY PARK DURING THE TERM OF THE CONTRACT. ALL REQUESTS FOR PRICE ESCALATION SHALL BE IN WRITTEN FORM AND SHALL DEMONSTRATE INDUSTRY-WIDE OR REGIONAL INCREASES IN THE CONTRACTOR'S COSTS. INCLUDE DOCUMENTS SUPPORTING THE PRICE ESCALATION, SUCH AS MANUFACTURER'S DIRECT COST, POSTAGE RATES, RAILROAD COMMISSION RATES, FEDERAL/STATE MINIMUM WAGE LAWS, FEDERAL/STATE UNEMPLOYMENT TAXES, FICA, ETC. INCREASES WILL APPLY ONLY TO THE PRODUCTS(S) AND/OR SERVICE(S) AFFECTED BY AN INCREASE IN RAW MATERIAL, LABOR, OR ANOTHER LIKE COST FACTOR. THE CITY OF UNIVERSITY PARK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL PRICE ESCALATIONS.

PRICE REDUCTION

IF DURING THE LIFE OF THE CONTRACT, THE CONTRACTOR'S NET PRICES TO OTHER CUSTOMERS FOR THE SAME PRODUCT(S) AND/OR SERVICE(S) ARE LOWER THAN THE CITY OF UNIVERSITY PARK'S CONTRACTED PRICES, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE UNIVERSITY PARK CONTRACT PRICE.

EMPLOYMENT ELIGIBILITY VERIFICATION

THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) MAKES IT ILLEGAL FOR EMPLOYERS TO KNOWINGLY HIRE OR RECRUIT IMMIGRANTS WHO DO NOT POSSESS LAWFUL WORK AUTHORIZATION AND REQUIRES EMPLOYERS TO VERIFY THEIR EMPLOYEES' WORK ELIGIBILITY ON A U.S. DEPARTMENT OF JUSTICE FORM I-9.

THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE CITY. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR

PROVISION IN ALL WRITTEN AGREEMENTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

AGE

IN ACCORDANCE WITH THE POLICY ("POLICY") OF THE EXECUTIVE BRANCH OF THE FEDERAL GOVERNMENT, CONTRACTOR COVENANTS THAT NEITHER IT NOR ANY OF ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, PROGRAM PARTICIPANTS, OR SUBCONTRACTORS, WHILE ENGAGED IN PERFORMING THIS CONTRACT, SHALL, IN CONNECTION WITH THE EMPLOYMENT, ADVANCEMENT OR DISCHARGE OF EMPLOYEES OR IN CONNECTION WITH THE TERMS, CONDITIONS, OR PRIVILEGES OF THEIR EMPLOYMENT, DISCRIMINATE AGAINST PERSONS BECAUSE OF THEIR AGE EXCEPT ON THE BASIS OF A BONA FIDE OCCUPATIONAL QUALIFICATION, RETIREMENT PLAN, OR STATUTORY REQUIREMENT. THE CONTRACTOR FURTHER COVENANTS THAT NEITHER IT NOR ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, PROGRAM PARTICIPANTS, OR PERSONS ACTING ON THEIR BEHALF, SHALL SPECIFY IN SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES TO WORK ON THIS CONTRACT, A MAXIMUM AGE LIMIT FOR SUCH EMPLOYMENT UNLESS THE SPECIFIED MAXIMUM AGE LIMIT IS BASED UPON A BONA FIDE OCCUPATIONAL QUALIFICATION, RETIREMENT PLAN, OR STATUTORY REQUIREMENT.

THE CONTRACTOR WARRANTS IT WILL FULLY COMPLY WITH THE POLICY AND WILL DEFEND, INDEMNIFY, AND HOLD CITY HARMLESS AGAINST CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES OR SUBCONTRACTORS AGAINST CITY ARISING OUT OF THE CONTRACTOR'S AND/OR ITS SUBCONTRACTORS' ALLEGED FAILURE TO COMPLY WITH THE ABOVE REFERENCED POLICY CONCERNING AGE DISCRIMINATION IN THE PERFORMANCE OF THIS AGREEMENT.

DISABILITY

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990 ("ADA"), CONTRACTOR WARRANTS THAT IT AND ANY AND ALL OF ITS SUBCONTRACTORS WILL NOT UNLAWFULLY DISCRIMINATE ON THE BASIS OF DISABILITY IN THE PROVISION OF SERVICES TO THE GENERAL PUBLIC, NOR IN THE AVAILABILITY, TERMS AND/OR CONDITIONS OF EMPLOYMENT FOR APPLICANTS FOR EMPLOYMENT WITH, OR EMPLOYEES OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS. THE CONTRACTOR WARRANTS IT WILL FULLY COMPLY WITH ADA'S PROVISIONS AND ANY OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS CONCERNING DISABILITY AND WILL DEFEND, INDEMNIFY, AND HOLD CITY HARMLESS AGAINST ANY CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES OR SUBCONTRACTORS AGAINST CITY ARISING OUT OF CONTRACTOR'S AND/OR ITS SUBCONTRACTORS' ALLEGED FAILURE TO COMPLY WITH THE ABOVE REFERENCE LAWS CONCERNING DISABILITY DISCRIMINATION IN THE PERFORMANCE OF THIS AGREEMENT.

SUCCESSFUL BIDDER / INDEPENDENT CONTRACTOR

IT IS AGREED FOR ALL PURPOSES HEREUNDER THAT THE CONTRACTOR IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF THE CITY.

THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND

OTHER REASONABLE COSTS ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OF NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED ON WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE IMPROVEMENTS ARE BEING MADE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN IMPROVEMENTS CONSTRUCTED BY CONTRACTOR WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONSEQUENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

SUCCESSFUL BIDDER SHALL PAY ANY JUDGMENT WITH COST WHICH MAY BE OBTAINED AGAINST THE CITY OF UNIVERSITY PARK AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGE.

SUBCONTRACTORS

THE SUCCESSFUL BIDDER SHALL OVERSEE AND BE RESPONSIBLE FOR ALL WORK PERFORMED BY ANY SUBCONTRACTORS NAMED IN THE SUCCESSFUL PROPOSAL. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT SUBCONTRACTORS ADHERE TO GUIDELINES LISTED IN SPECIFICATIONS AND PERFORM ALL WORK IN A PROFESSIONAL, COURTEOUS, AND TIMELY MANNER.

CERTIFICATE OF INTERESTED PARTIES

IN 2015, THE TEXAS LEGISLATURE ADOPTED HOUSE BILL 1295, WHICH ADDED SECTION 2252.908 OF THE GOVERNMENT CODE. THE LAW STATES THAT A GOVERNMENTAL ENTITY OR STATE AGENCY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES TO THE GOVERNMENTAL ENTITY OR STATE AGENCY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY OR STATE AGENCY. THE LAW APPLIES ONLY

TO A CONTRACT OF A GOVERNMENTAL ENTITY OR STATE AGENCY THAT EITHER (1) REQUIRES AN ACTION OR VOTE BY THE GOVERNING BODY OF THE ENTITY OR AGENCY BEFORE THE CONTRACT MAY BE SIGNED OR (2) HAS A VALUE OF AT LEAST \$1 MILLION. THE DISCLOSURE REQUIREMENT APPLIES TO A CONTRACT ENTERED INTO ON OR AFTER JANUARY 1, 2016.

ONLY THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE THIS CERTIFICATE. THE PURCHASING DEPARTMENT WILL PROVIDE THE SUCCESSFUL BIDDER WITH INSTRUCTIONS AFTER A CONTRACT HAS BEEN NEGOTIATED AND BEFORE THE AWARD RECOMMENDATION GOES TO UNIVERSITY PARK CITY COUNCIL.

PROHIBITION OF BOYCOTTING ISRAEL

BY ACCEPTING A PURCHASE ORDER, VENDOR VERIFIES THAT IT DOES NOT BOYCOTT ISRAEL, AND AGREES THAT DURING THE TERM OF THIS AGREEMENT WILL NOT BOYCOTT ISRAEL AS THAT TERM IS DEFINED IN TEXAS GOVERNMENT CODE SECTION 808.001, AS AMENDED.

PROHIBITION OF BUSINESS WITH CERTAIN ORGANIZATIONS

BY ACCEPTING A PURCHASE ORDER, VENDOR VERIFIES THAT IT DOES NOT CONDUCT BUSINESS IN IRAN OR SUDAN, OR WITH ANY FOREIGN TERRORIST ORGANIZATIONS. PURSUANT TO TEXAS GOVERNMENT CODE, SECTION 2252.151, A FOREIGN TERRORIST ORGANIZATION REFERS TO AN ORGANIZATION DESIGNATED AS A FOREIGN TERRORIST ORGANIZATION BY THE UNITED STATES SECRETARY OF STATE AS AUTHORIZED BY 8 U.S.C. SECTION 18.1

INSURANCE REQUIREMENTS

A. Commercial General Liability

1. Limits

- a. CGL limits of not less than \$1,000,000 each occurrence, \$2,000,000 Annual Aggregate
- b. \$2,000,000 Products/Completed Operations Aggregate
- c. \$1,000,000 per person or Organization (Personal and Advertising Injury)

2. CGL coverage shall be written on ISO occurrence form

- a. CG 00 01 0413 or a substitute form providing equivalent coverage shall cover liability arising from premises,
- b. Operations, independent contractors, products-completed operations, and personal and advertising injury.
- c. Shall contain no limitation for explosion, collapse, or underground damage
- d. City shall be Included as insured on the CGL, using ISO Additional Insured Endorsements CG 20 10 0413 and CG 2037 0413 (or an Endorsement providing equivalent coverage) City as Additional Insured's. This

insurance for the additional Insured shall be as broad as the coverage provided for the name insured contractor. It shall apply as Primary & Non-Contributory Insurance before any other insurance or selfinsurance, including any deductible, maintained by, or provided to, the additional insured.

- e. The General Aggregate shall be endorsed to apply separately to each project
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional Insured for at least as long as the Statue of Repose after completion of work.

B. Automobile Liability

1. Business Auto Liability with limits of at least \$1,000,000 each Accident
2. Business Auto coverage must include a liability arising out of all owned, Leased, hired and non-owned automobiles

C. Worker's Compensation and Employers Liability

1. Statutory Worker's Compensation for all persons performing labor for a Contractor on City property
2. Employers Liability Insurance limits of at least \$1,000,000 each accident or bodily injury by accident and \$1,000,000 each employee for injury by disease.
3. Note that Worker's Compensation alternative programs are not allowed

ADDITIONAL REQUIREMENTS

- Contractor waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employers' liability insurance maintained per requirements stated above.
- Contractor shall certify and provide that its subcontractors and / or sub subcontractors maintain the insurance requirements stated above.
- Each policy required hereby shall be Endorsed to include the City, its officers, employees, and agents as Additional Insured. Each policy required hereby shall be Endorsed to require the insurer to give the City

at least 30 days prior written notice of cancellation and termination of the Contractor's coverage thereunder. The City, at its own discretion, may require a certified copy of the policy.

- Contractors' insurer/insurers shall maintain a rating of A- VIII or better as set by A.M. Best and Company and be authorized to transact business in the State by the Texas Department of Insurance and acceptable to the City of University Park.
- Contractor (including the general contractor and all subcontractors and sub-subcontractors) shall provide to the City a Certificate of Insurance, in a form required by the Texas Insurance Code, evidencing at least the limits required above and the Endorsements required hereby. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the City with a new/replacement Certificate of Insurance, including the required Endorsements as proof of renewal of said policy and Endorsements.
- These requirements are the minimum for any contractor working on City projects. Depending on the nature of the project there may be additional limits and/or coverage required.
- By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Bare Roots Landscape Design, Inc. Response

Pricing unsealed at Dec 10, 2024 12:39 PM

CONTACT INFORMATION

Company

Bare Roots Landscape Design, Inc.

Email

chrisb@brlstx.com

Contact

Christopher Bacala

Address

9744 Brockbank Drive
9744 Brockbank Drive
Dallas, TX 75220-2935

Phone

(214) 908-7912

Website

www.brlstx.com

Submission Date

Dec 10, 2024 8:39 AM (Central Time)

ADDENDA CONFIRMATION



Addendum #1

Confirmed Dec 9, 2024 2:53 PM by Christopher Bacala



Addendum #2

Confirmed Dec 9, 2024 2:53 PM by Christopher Bacala

QUESTIONNAIRE

1. Name of Vendor*

Pass Fail

Bare Roots Landscape Solutions

2. Address of branch assigned to this contract:*

Pass Fail

Example:

Street Address

City, State, Zip

9744 Brockbank Dr.

Dallas, Texas 75220

3. Whom should we contact with any questions about this submission?*

Pass Fail

Provide:

Full Name

Title

Phone#

Email

Chris Bacala

Founder | CEO

214-908-7912

chrisb@BRLSTX.com

4. Provide number of years in business:*

Pass Fail

21 years

5. References*

Pass Fail

Provide 3 – 5 references. Please include name of organization, name of reference, phone and email.

 [Bare_Roots_References.pdf](#)

6. Name of Proposed Foreman / Supervisor*

Pass Fail

Alfredo Santiago Majano 817-319-0997

7. Provide the number of years this person has been with the Company (Note that if your firm is awarded this contract, this person will not change unless approved in writing by the City.)*

15

Pass Fail

8. How many crews do you plan to assign to our account?*

Pass Fail

1

9. How many people make up one crew?*


Pass Fail


2

10. OPTIONAL - You may use this upload pages to add any additional comments about your work plan here.

Pass Fail

 [#1_Box_Bond_Request_Form_-_Bed_Maintenance_Services_-_Annual_Contract.pdf](#)

 [Bed_Maintenance_BRLS_2024_.pdf](#)

 [UP_Team_-_Org_Chart.pdf](#)

11. The attached Conflict of Interest Questionnaire document is required by the State of Texas. Please download this document, complete it and upload it with your proposal. If you do not have any conflicts of interest with the City of University Park, please write "NA" in the applicable lines.*

Please download the below documents, complete, and upload.

Pass Fail

 [Conflict_of_Interest_Questionnaire.pdf](#)

 [UP_COI_Form_BRLS.pdf](#)

12. Please read the attachment carefully, initial/sign as requested, and upload the completed form. Several of these clauses are required by the State of Texas.*

Please download the below documents, complete, and upload.

Pass Fail

 [Combined_certifications_-_non-construction.docx](#)

 [Combined_certifications_-_non-construction_BRLS_.pdf](#)

PRICE TABLES

Bed Maintenance

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total	No Bid
1	Central Expressway - bridge bed at Southwestern and surrounding pavers	\$27.60	52	WEEKS	\$1,435.20	
2	Central Expressway - bridge bed at Lovers Lane and surrounding pavers	\$27.60	52	WEEKS	\$1,435.20	
3	Central Expressway - bridge bed at University Blvd and surrounding pavers	\$27.60	52	WEEKS	\$1,435.20	
4	Central Expressway - bridge bed at SMU Blvd and surrounding pavers	\$27.60	52	WEEKS	\$1,435.20	
5	Central Expressway - bridge bed at Mockingbird and surrounding pavers	\$27.60	52	WEEKS	\$1,435.20	
6	Central Expressway - service road from Southwestern Blvd. to Mockingbird Ln.	\$27.60	52	WEEKS	\$1,435.20	
7	Lovers Lane median at N. Central Expressway	\$27.60	52	WEEKS	\$1,435.20	

8	University Blvd. median at N. Central Expressway (does not include the seasonal color bed)	\$20.60	52	WEEKS	\$1,071.20
9	3200-3300 Northwest Hwy- inside wall Airline west to Hillcrest	\$52.00	52	WEEKS	\$2,704.00
10	3400 Northwest Hwy - outside wall Airline west to Turtle Creek	\$62.00	52	WEEKS	\$3,224.00
11	8400 Hillcrest at Northwest Hwy - Traffic Island	\$20.60	52	WEEKS	\$1,071.20
12	4300-4400 Mockingbird Parkway - north side of wall	\$72.00	52	WEEKS	\$3,744.00
13	5800 – 6800 Roland Ave. – aka Roland Wall - Potomac south alley to north Drane Rd./Davis Park	\$62.00	52	WEEKS	\$3,224.00
14	Roland Ave. from 4538 Emerson to 4524 Emerson – west side of these buildings, landscape along wall	\$20.66	52	WEEKS	\$1,074.32
15	7100-7700 blk Lomo Alto along Dallas North Tollway Wall	\$61.80	52	WEEKS	\$3,213.60
16	2525 Unveristy Blvd. - CUP Transfer Station	\$54.77	52	WEEKS	\$2,848.04
17	4420 Worcola – Peek Service Center	\$68.80	52	WEEKS	\$3,577.60

18	4419 Worcola	\$55.00	52	WEEKS	\$2,860.00
Total					\$38,658.36

	Bed Maintenance		Total	Unit Cost
1	Central Expre	(52x year)	\$ 2,943.78	\$ 56.61
2	Central Expre	(52x year)	\$ 2,943.78	\$ 56.61
3	Central Expre	(52x year)	\$ 2,943.78	\$ 56.61
4	Central Expre	(52x year)	\$ 2,943.78	\$ 56.61
5	Central Expre	(52x year)	\$ 2,943.78	\$ 56.61
6	6900 N. Centr	(52x year)	\$ 3,227.56	\$ 62.07
7	Lovers Lane N	(52x year)	\$ 2,943.78	\$ 56.61
8	University Blv	(52x year)	\$ 3,563.42	\$ 68.53
9	3200-3300 Nc	(52x year)	\$ 2,997.66	\$ 57.65
10	3400 Northwe	(52x year)	\$ 2,997.66	\$ 57.65
11	8400 Hillcrest	(52x year)	\$ 3,008.43	\$ 57.85
12	4300-4400 Mc	(52x year)	\$ 4,183.07	\$ 80.44
13	5800 - 6800 R	(52x year)	\$ 5,163.73	\$ 99.30
14	Roland Ave. f	(52x year)	\$ 6,609.57	\$ 127.11
15	7100-7700 blk	(52x year)	\$ 5,989.93	\$ 115.19
16	2525 (bed onl	(52x year)	\$ 2,401.36	\$ 46.18
17	4420 Worcola	(52x year)	\$ 3,020.11	\$ 58.08
18	4419 Worcola	(52x year)	\$ 3,021.01	\$ 58.10
			\$ 63,846.15	

Elizabeth Anderson

From: Chris Bacala | BRLS <chrisb@brlstx.com>
Sent: Monday, January 13, 2025 2:51 PM
To: Elizabeth Anderson; Rafa Munoz; Javier Delamaza; Jody Sheldon
Subject: Re: University Park Mowing & Bed Maintenance RFP- Subject: Final Offer Confirmation

CAUTION! This is an external email. DO NOT click on links or attachments unless you know the sender and contents are safe.

Elizabeth,

I'm pleased to present our best and final offer. We've worked diligently to tighten our numbers, and I'm confident this revision reflects our commitment to providing quality service. I've successfully reduced the total for landscape and bed maintenance by 3%.

Please find the details below:

<u>Scope</u>	<u>Original \$</u>	<u>Best and Final Offer</u>
Landscape Maintenance	\$176,942.34 -3%	= \$171,634.07
Bed Maintenance	\$63,846.15 -3%	= \$61,930.76

If you have any questions or need further clarification, feel free to reach out.

Best regards,

From: Elizabeth Anderson <eanderson@uptexas.org>
Sent: Monday, January 13, 2025 1:53 PM
To: Chris Bacala | BRLS <chrisb@brlstx.com>
Subject: FW: University Park Mowing & Bed Maintenance RFPs

Hi Chris,

Wanted to check on this. Will Bare Roots be sending a best & final offer for either contract?

Thanks,



Elizabeth T. Anderson, CPSM

City of University Park

Purchasing Manager

Office: 214.987.5480

eanderson@uptexas.org | web: uptexas.org

From: Chris Bacala | BRLS <chrisb@brlstx.com>
Sent: Monday, January 6, 2025 11:02 AM
To: Elizabeth Anderson <eanderson@uptexas.org>
Subject: Re: University Park Mowing & Bed Maintenance RFPs

CAUTION! This is an external email. DO NOT click on links or attachments unless you know the sender and contents are safe.

Elizabeth,

Thank you for your message; this is exciting news! I will thoroughly review our numbers and submit our best and final offer before Friday at 4 PM. I appreciate your business and look forward to the opportunity to continue our partnership. Wishing you a safe and blessed 2025.

Best regards,

From: Elizabeth Anderson <eanderson@uptexas.org>
Sent: Monday, January 6, 2025 9:09 AM
To: Chris Bacala | BRLS <chrisb@brlstx.com>
Subject: University Park Mowing & Bed Maintenance RFPs

Hello Chris,

Thank you again for your responses to our RFPs for Mowing and Bed Maintenance. The evaluation committee has met, and Bare Roots has been identified as a finalist for both contracts. As a next step, we would like to invite all finalists to submit Best and Final offers. Could you please send your Best and Final pricing to me for 1) Mowing and for 2) Bed Maintenance by Friday 01/10 at 4 PM? Please let me know if you have any questions. We appreciate your participation in this process.

Thanks,



Elizabeth T. Anderson, CPSM
City of University Park
Purchasing Manager
Office: 214.987.5480
eanderson@uptexas.org | web: uptexas.org

CITY OF UNIVERSITY PARK
CERTIFICATIONS OF VENDOR

COMPANY NAME: **Bare Roots Landscape Solutions**

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

9744 Brockbank Dr. Dallas, Texas 75220

PHONE: **214-421-1153 (O) 214-908-7912 (D)**

TODAY'S DATE: **12/9/2024**

VENDOR ACKNOWLEDGEMENT:

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

INITIAL HERE **CPB**

CERTIFICATION OF INSURANCE:

The undersigned hereby certifies that the insurance requirements contained in this BID/RFP document have been reviewed by the identified Vendor. If the below identified Vendor is awarded this contract by the City of University Park, Vendor will be able to, within ten (10) business days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this BID/RFP.

INITIAL HERE **CPB**

CONT. NEXT PAGE

CERTIFICATION OF BOND REQUIREMENTS:

The undersigned certifies that the bond requirements contained in this BID/RFP document have been reviewed by below identified Vendor. If the below identified Vendor is awarded this contract by the City of University Park (“Owner”), Vendor will be able to furnish valid bonds and appropriate “power of attorney” to the Owner meeting all of the requirements and bond deadlines defined in this BID/RFP.

INITIAL HERE **CPB**

PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:

By submitting this offer, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

INITIAL HERE **CPB**

PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS:

By submitting this offer, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

INITIAL HERE **CPB**

CONT. NEXT PAGE

PROHIBITION OF BOYCOTT OF ISRAEL AND OF DOING BUSINESS WITH CERTAIN ENTITIES:

By submitting this offer, Vendor verifies that his/her company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and Subchapter F, Government Code Chapter 2252::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of University Park, Texas; and
3. Does not do business with Iran, Sudan, or a Foreign Terrorist Organization.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Pursuant to Section 2252.151, Texas Government Code:

1. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

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CONT. NEXT PAGE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Bare Roots Landscape Solutions

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

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

Elizabeth Anderson

Name of Officer

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

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

Yes No

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

Yes No

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

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

7



Signature of vendor doing business with the governmental entity

12/9/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.