



City of Rockwall
The New Horizon

CITY OF ROCKWALL, TEXAS

INVITATION TO BID

The City of Rockwall is accepting sealed bids for AQUATIC VEGETATION AND ALGAE MANAGEMENT PROGRAM. Sealed bids will be received by the Purchasing Agent, City Hall, 1st Floor, 385 S. Goliad, Rockwall, TX 75087 until 2:00 p.m., September 7, 2017.

Bid Packet is available on line at <http://www.rockwall.com/finance.asp>.

Please contact me should you have any questions concerning the bid contents or procedure.

Sincerely,

Lea Ann Ewing
Purchasing Agent
lewing@rockwall.com
972-772-6418

August 2, 2017



City of Rockwall
The New Horizon

**CITY OF ROCKWALL, TEXAS
INVITATION TO BID**

**AQUATIC VEGETATION
AND ALGAE MANAGEMENT PROGRAM
BID PACKET**

BID DUE: 2:00 PM, SEPTEMBER 7, 2017

OPENING: CITY HALL
COUNCIL CHAMBERS
385 S. GOLIAD, ROCKWALL, TX 75087

SUBMIT TO: LEA ANN EWING
PURCHASING AGENT
CITY OF ROCKWALL
385 S. GOLIAD, ROCKWALL, TX 75087
972-771-7700

CONTACT: TRAVIS SALES
PARKS SUPERINTENDENT
CITY OF ROCKWALL
1600 AIRPORT RD, ROCKWALL, TX 75087
972-771-7700 OR tsales@rockwall.com

BID FORM
Rockwall Parks and Recreation
Aquatic Vegetation and Algae Management Program

Bidder: _____
(print business name and phone number)

<u>Pond</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Breezy Hill	\$ _____	\$ _____
Emerald Bay	\$ _____	\$ _____
Fox Chase	\$ _____	\$ _____
Hickory Ridge	\$ _____	\$ _____
Jewell	\$ _____	\$ _____
Myers (Small Pond)	\$ _____	\$ _____
Myers (Large Pond)	\$ _____	\$ _____
Stone Creek	\$ _____	\$ _____
Water Stone	\$ _____	\$ _____
Total Bid		\$ _____

Bid Response Signature Form

Delivery for all said project items shall be FOB City of Rockwall, Rockwall, Texas 75087 and 75032. State below the number of calendar days for project completion after vendor receives purchase order and/or the project contract has been executed.

_____ N/A _____ calendar days ARO

Terms are Net 30 Days unless vendor offers a percent discount for early payment.

Discount: _____

The undersigned hereby certifies that he understands all the terms, conditions, and specifications and has read them carefully and will furnish and deliver all materials and services specified within this document.

Authorized Signature _____

Printed Name and Title _____

Company
Name _____

Physical
Address _____

Mailing
Address _____

City, State, Zip _____

Office Phone # _____

Mobile Phone # _____

E-mail _____

Date _____

Note: Do not detach any forms or documents. Fill in with ink and submit this completed document with all attachments.

Rockwall Parks and Recreation
Aquatic Vegetation and Algae Management Program

SCOPE

The scope of this contract is for the aquatic vegetation and algae management on all ponds within the Parks and Recreation maintenance responsibilities. This management program is accomplished through the use of aquatic herbicides and algaecides. No wildlife or fish population shall be harmed while accomplishing the scope of this contract.

Site visits are encouraged prior to submitting a bid. To schedule a City representative to accompany you on site visits, contact Travis Sales at tsales@rockwall.com.

GOAL

The goal of this contract is to maintain all ponds so that aquatic vegetation and algae is limited providing an aesthetically pleasing and safe water feature for the citizens of Rockwall.

POND INVENTORY

1. Breezy Hill Pond

Address TBD
(Approximately 1.0 surface acres)

2. Emerald Bay Pond

1816 Emerald Bay Drive
(Approximately 2.0 surface acres)

3. Fox Chase Pond

4475 Tubbs Drive
(Approximately 1.25 surface acres)

4. Hickory Ridge Pond

1910 Walnut Ridge
(Approximately .50 surface acres)

5. Jewell Pond

7123 Hunt Lane
(Approximately .60 surface acres)

6. Myers Small Pond

815 E. Washington Street
(Approximately .70 surface acres)

7. Myers Large Pond

815 E. Washington Street
(Approximately 4.6 surface acres)

8. Stone Creek Pond

200 Featherstone Drive
(Approximately 1.5 surface acres)

9. Water Stone Pond

Address TBD
(Approximately .30 surface acres)

SPECIFICATIONS

THE MONTHLY SPECIFICATIONS ARE FOR BIDDING PURPOSES ONLY AS ALL WORK PERFORMED WILL BE ON AN "AS NEEDED BASIS".

Aquatic vegetation and algae management programs are dictated by weather patterns, available nutrients and temperatures. This contract will be structured on a monthly program, but will be managed on an "as needed basis" as some months may require additional treatments and some months little or no treatments.

ANY TREATMENT THAT RESULTS IN A FISH KILL DETERMINED TO BE THE RESULT OF THIS PROGRAM THROUGH NEGLIGENCE OF THE CONTRACTOR SHALL REQUIRE AN IMMEDIATE RESPONSE BY THE CONTRACTOR TO REMOVE AND CLEAN UP THE SITE WITHIN 24 HOURS OF NOTIFICATION.

THE CONTRACTOR WILL HAVE 72 HOURS TO RESPOND TO REQUEST FOR TREATMENT. REQUEST FOR TREATMENT SHALL BE MADE BY THE PARK SUPERINTENDENT OR THE PARK OPERATIONS SUPERVISOR.

THE CONTRACT SHALL HAVE THE ABILITY TO RESPOND TO LARGE ALGAE BLOOMS WITHIN 24 HOURS OF NOTIFICATION.

MARCH

Application of K-TEA (EPA REG 67690—24) or approved equal
Application of Reward (EPA REG 100-1091) or approved equal
Application of AquaShade (EPA REG 33068-01) or approved equal

APRIL

Application of K-TEA (EPA REG 67690—24) or approved equal
Application of Reward (EPA REG 100-1091) or approved equal
Application of AquaShade (EPA REG 33068-01) or approved equal

MAY

Application of K-TEA (EPA REG 67690—24) or approved equal
Application of Reward (EPA REG 100-1091) or approved equal
Application of AquaShade (EPA REG 33068-01) or approved equal

JUNE

Application of K-TEA (EPA REG 67690—24) or approved equal
Application of Reward (EPA REG 100-1091) or approved equal
Application of AquaShade (EPA REG 33068-01) or approved equal

JULY

Application of K-TEA (EPA REG 67690—24) or approved equal
Application of Reward (EPA REG 100-1091) or approved equal
Application of AquaShade (EPA REG 33068-01) or approved equal

AUGUST

Application of K-TEA (EPA REG 67690—24) or approved equal

Application of Reward (EPA REG 100-1091) or approved equal

Application of AquaShade (EPA REG 33068-01) or approved equal

SEPTEMBER

Application of K-TEA (EPA REG 67690—24) or approved equal

Application of Reward (EPA REG 100-1091) or approved equal

Application of AquaShade (EPA REG 33068-01) or approved equal

OCTOBER

Application of K-TEA (EPA REG 67690—24) or approved equal

Application of Reward (EPA REG 100-1091) or approved equal

Application of AquaShade (EPA REG 33068-01) or approved equal

**** ALL APPROVED EQUALS MUST BE SUBMITTED TO THE PARKS AND RECREATION DEPARTMENT FOR REVIEW. BIDDER MUST RECEIVE WRITTEN APPROVAL BEFORE BEING INCLUDED IN THEIR BID DOCUMENTS.**

Safety:

1. All employees shall have proper safety devices and equipment including hearing and eye protection, and safety vests. All personal protective equipment shall meet OSHA and TXDOT safety standards.
2. The vendor shall exercise extreme caution while working on medians, road sides and high traffic areas. TXDOT approved safety "men working" signage, barricades, cones, flashers/strobes/light bars, are required when crews are working in any traffic situations.
3. Vendor will park vehicles and equipment off city streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside lane of any street. Any vehicle or equipment park in the far right lane of any street shall have safety flashers/directional light bars on and working properly. The area behind the parked unit must be coned off with safety cones spaced ten (10) feet apart and a minimum of one hundred (100) feet behind the unit. The vehicles shall be clearly identified with the vendor's company name and telephone number.
4. Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the City Representative.
5. Any hazardous condition or any damage to City property is to be immediately reported to the City Representative.

6. The Contractor shall comply with all Occupational Safety and Health Act (OSHA) Standards and any other Federal, State, or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.
7. City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City of Rockwall. The contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
8. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City of Rockwall reserves the right to require demonstration of compliance upon reasonable request. In the event the Contractor is unable to demonstrate compliance with the safety provisions of this Contract, the parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees that upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City of Rockwall that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the City of Rockwall be construed as a duty to enforce the safety provisions of this Agreement nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.
9. Safety Equipment:
The Contractor shall be responsible for the Safety Equipment to be used by its employees and/or all of its sub-contractors working on the City property. This equipment will include, but may not be limited to, hard hats, safety belts or harnesses, eye, face, hand, ear or hearing protection. Sport or athletic type shoes are not considered suitable work shoes on any work site. Contractor shall be responsible for all barricades and flagging requirements to safely maneuver all employees, equipment, vehicles, trailers, tools and supplies in and around the work areas.

CITY OF ROCKWALL, TEXAS

General Provisions of the Bid

1.0 Submission of Bid

1.1 One (1) original and one (1) copy of all bid documents shall be submitted in a sealed package or container. Bid Title and Vendor's name/address and any addenda received should be marked on the outside of the package or container. Facsimile transmittals or offers communicated by telephone will not be accepted. Bids that are not submitted in a sealed package or container will not be considered.

1.2 Mail Bids to:

Purchasing Agent
City of Rockwall
385 South Goliad
Rockwall, TX 75087

1.3 Bids may also be delivered in person to:

Purchasing Agent
City of Rockwall
385 South Goliad
Rockwall, TX 75087

1.4 Delivery of Bids must be received in the Purchasing Agent's Office no later than the time indicated in this solicitation or subsequent addendum. The Vendor is responsible for the means of delivering the Bid documents to the location listed in 1.2 or 1.3 on time. Delays due to any instrumentality used to transmit the Bid including delay occasioned by the Vendor or the City of Rockwall internal mailing system will be the responsibility of the Vendor. The Bid must be completed and delivered in time to avoid disqualification for lateness due to difficulties in delivery. The time clock in the City's Council Chambers is the official clock for determining whether Bids are submitted timely. Late Bids will not be accepted under any circumstances.

3.0 Bid Due Date and Public Opening

3.1 Bids will be opened and publicly read aloud at the following location, date and time:

Location: City of Rockwall
City Hall

Council Chambers
385 South Goliad
Rockwall, TX 75087

Due Date: September 7, 2017

Time: 2:00 p.m., local time

Vendors, their representatives and interested persons may be present.

After the contract is awarded, all Bids will be open for public inspection, to the extent permitted by the law. Bids received by the Purchasing Agent after the above stated time and date shall not be considered and will be returned to the Vendor unopened.

4.0 Proprietary Information

4.1 If a Vendor does not desire proprietary information in the Bid to be disclosed, they are required to identify all proprietary information in the Bid. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Vendor fails to identify proprietary information, they agree that by submission of their Bid that those sections shall be deemed non-proprietary and made available upon public request.

4.2 Vendors are advised that the confidentiality of the Bids will be protected by the City to the extent permitted by law. Vendors are advised to consider the implications of the Texas Open Records Act, particularly after the Bid process has ceased and the contract has been awarded. While there is provision in the Texas Open Records Act to protect proprietary information, particularly under Section 3(9) and Section 3(10) of this act where the Vendor can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the Purchasing Department of the City of Rockwall, but by the Office of the Attorney General of the State of Texas.

5.0 Completion of Bid

Statements made by a Vendor shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

6.0 Explanations

Any explanation, clarification, or interpretation desired by a Vendor regarding any part of this Request for Bids (RFB) must be requested in writing from the

Purchasing Agent at least seven (7) days prior to published submission deadline, as referenced on the cover of the RFB or addenda. Interpretations, corrections or changes to the RFB made in any other manner are not binding upon the City, and Vendors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be faxed to the City at (972) 771-7728, Attn: Purchasing Agent or sent via e-mail address lewing@rockwall.com. The fax or e-mail must clearly identify the RFB by Title.

7.0 Addendum

Any interpretations, corrections or changes to the RFB will be made by addendum. Sole issuing authority of addendum shall be vested in the City of Rockwall Purchasing Agent. Addenda will be emailed to all Vendors who are known to have received a copy of this RFB.

8.0 Withdrawal of Bid

A Vendor's Bid may be withdrawn by a duly authorized representative of the Business at any time prior to the Bid submission deadline, upon presentation of accepted identification as such a representative of the Vendor.

9.0 Award of Bid

The City of Rockwall reserves the right to accept or reject any and all Bids and to re-solicit for Bids as it shall deem to be in the best interests of the City. Receipt of any Bid shall under no circumstances obligate the City to accept the lowest cost Bid. The award of this contract shall be made to the responsible Vendor whose Bid is determined to be the best evaluated offer, taking into consideration demonstrated competence and qualifications to provide the equipment solicited in the RFB. Bids shall be awarded on or about September 18, 2017.

9.1 Contract Period

The contract period will be for twelve (12) months, beginning approximately the week of Oct. 1, 2017. The City reserves the right to extend this contract at current rates on an annual basis, up to an additional three (3) consecutive years should both the contractor and the City agree to in writing.

10.0 Period of Acceptance

Vendor acknowledges that by submitting the Bid contained herein, Vendor makes an offer, which, if accepted in whole or part by the City of Rockwall, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Rockwall. The period of acceptance of this Bid is 90

calendar days from the date of opening, unless the Vendor notes a different period.

11.0 Tax Exemption

The City of Rockwall is exempt from Federal Excise and State Sales Tax for equipment or material incorporated into the Project; therefore, tax must not be included in this Bid for these items.

12.0 Cost Incurred in Responding

All costs directly or indirectly related to the preparation of a response to the RFB or any oral presentation required to supplement and/or clarify a Bid which may be required by the City shall be the sole responsibility of and shall be borne by Vendor(s).

13.0 Negotiations

Any attempt to negotiate or give information on the contents of this bid with the City or its representative prior to award shall be grounds for disqualification.

14.0 Contract Incorporation

Vendors should be aware that the contents of this successful Bid will become a part of the subsequent contractual documents. Failure of a Vendor to accept this obligation may result in the cancellation of any award. Any damages occurring to the City as a result of the Vendor's failure to contract may be recovered from the Vendor.

15.0 Non-Endorsement

If a Bid is accepted, the awardee shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply the City of Rockwall endorsement of awardee services.

CITY OF ROCKWALL, TEXAS Standard Terms and Conditions

These standard terms and conditions and any other special terms and conditions listed in General Provisions shall become part of any contract entered into should any or all parts of the Bid are accepted by the City of Rockwall.

1.0 Error - Quantity

Bids must be submitted on units of quantity specified - extend and show total where applicable. In the event of discrepancies in extension, the unit price shall govern. The quantities shown on the bid form are estimates only and not a guarantee to purchase by the City of Rockwall.

2.0 FOB - Damage

Items shall be bid F.O.B. Delivered, City of Rockwall, Rockwall, Texas 75087 and 75032 and shall include all delivery and packaging costs. The City of Rockwall 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.

3.0 Authorized Signature

Bids MUST show full firm name and address of bidder, and be manually signed. Failure to do so will disqualify bid. Person signing bid must show title or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

4.0 Withdrawal - Alteration of Bid

Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after bid closing without acceptable reason in writing and with the approval of the Director of Finance.

5.0 Invoices

Invoices bill to shall be Accounts Payable, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087. Invoices may be sent via US Mail service or by email to Donna Allen at dallen@rockwall.com.

6.0 Payment Terms

Normal payment terms are Net 30 provided the goods and/or services received are in satisfactory condition. Any discounts available to the City for early

payment should be noted. Discounts may be considered in determining bid award.

7.0 Warranty - Maintenance Agreement

Vendor shall submit with the bid response all information regarding warranties and/or maintenance agreements pertaining to said bid items.

8.0 Delivery Promise - Penalties

Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the bid is awarded. Unrealistically short or undue long delivery promises may cause the bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid list.

When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Agent, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The bidder must keep the Purchasing Agent informed at all times of the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Agent to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder. Every effort will be made by Purchasing to locate the goods at the same or better price as that originally contracted.

9.0 Delivery Time

Deliveries will be accepted only during normal working hours, 8:00 A.M. to 5:00 P.M. CST, Monday through Friday, at the designated City facility.

10.0 Price Fixing

In submitting a bid response to this request, the bidder thereby certifies that the bidder has not participated in nor been party to any collusion, price fixing or any other agreements with any company, firm or person concerning the pricing on the enclosed bid. Consistent and continued tie bidding on any commodity could be cause for rejection of all bids by the Purchasing Agent and/or investigation by the Attorney General to determine possible Anti-Trust violations.

11.0 Bid Evaluation and Award

Vendor bid shall be all or none (turn-key) to be considered. The City reserves the right to make one award and use the best value method for bid award. Vendors are to submit bids on the form provided in this bid packet.

Freight / shipping costs are to be included in the Unit Price. Vendors are encouraged to submit any additional information with their bid including warranty documentation and additional warranty period cost.

All bids are evaluated for compliance with specifications before the bid price is considered. Response to specification is primary.

12.0 Gratuities

The City may, by written notice to the successful bidder, cancel this contract without liability to successful bidder if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the successful bidder, or any agent or representative of the successful bidder, to any officer or employee of the City with a view toward securing or amending, or the making of any determinations with respect to the performing of such a contract.

13.0 Indemnity

Vendor shall defend, indemnify and hold harmless the City of Rockwall and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property due to any negligent act or fault of the Vendor, or of any agency, employee, sub Vendor or supplier in the execution of, or performance under, any contract which may result from bid award. Vendor indemnifies and will indemnify and hold harmless the City of Rockwall from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in the halls, elevators, entrances, stairways or approaches of or the facilities within which the occupied premises are located. Successful Vendor shall pay any judgment which costs that may be obtained against the City of Rockwall growing out of such injury or damages.

14.0 Period of Performance

If this RFB results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. Further, the City of Rockwall may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract.

15.0 Right to Assurance

Whenever the City has reason to question the Vendor's intent to perform, the City may demand that the Vendor give written assurance of Vendor's intent to perform. In the event a demand is made, and no assurance is given within ten

(10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

16.0 Cancellation

The City shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof, including warranties of seller, or if seller files bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the City may have in law or equity.

17.0 Termination

The performance of work under this contract may be terminated in whole or in part by the City, with or without cause, at any time upon the delivery to Vendor of a written "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the City as set forth in clause 4.0, herein.

18.0 Assignment – Delegation

No right, interest or obligation of Vendor under this contract shall be assigned or delegated without the written agreement of the City. Any attempted assignment or delegation of Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19.0 Waiver

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

20.0 Modifications

This contract can be modified or rescinded only by a written agreement signed by both parties.

21.0 Interpretation and Parole Evidence

The contract resulting from the RFB is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of

performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code shall control.

22.0 Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Rockwall, Rockwall County, Texas. This contract shall be governed, construed and enforced by the laws of the State of Texas.

23.0 Independent Contractor

Vendor shall operate hereunder as an independent and not as an officer, agent, servant or employee of the City. Vendor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions for its officers, agents, employees, vendors, and subcontractors. The doctrine of respondent superior shall not apply as between the City and Vendor, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between the City and Vendor, its officers, agents, employees, contractors and subcontractors.

24.0 Force Majeure

If, by any reason of force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, except hereinafter provided, but not for longer period, and such party shall endeavor to remove or overcome such inability with all reasonable diligence.

25.0 Conflict of Interest

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C., Chapter 171.

26.0 Laws, Statutes and Other Governmental Requirements

Vendor agrees that he shall be in compliance with all laws, statutes, and other governmental provisions prevailing during the term of this agreement.

27.0 Notices to Parties

Notices addressed to the City pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Agent, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087, and notices to Vendor shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Vendor in its response to this RFB.

28.0 Severability

In case any one or more of the provisions contained in this agreement shall, for any reason, be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29.0 Fiscal Funding Limitation

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then the City will immediately notify Vendor of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

30.0 Rights to Bid and Contractual Material

All reports, charts, schedules, or other appended documentation to any Bid, content of basic Bid, or contracts and any responses, inquiries, correspondence, and related material submitted by Vendor shall become property of the City of Rockwall upon receipt.

31.0 Copyrights and Rights in Data

Where activities supported by this project produce original computer programs, writings, sound recordings, pictorial reproduction, drawings, or other graphical

representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form), the City of Rockwall has the right to use, duplicate, and disclose, in whole or in part, in any manner, for any purpose whatsoever and have others do so. If the material is copyrightable, the Vendor may copyright such, and the City of Rockwall reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part to authorize others to do so.

32.0 Disability

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Vendor 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 general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Vendor or any of its subcontractors. Vendor warrants it will fully comply with ADA 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 Vendor's and/or its subcontractors alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

- 33.0 **DISCLOSURE OF CERTAIN RELATIONSHIPS (HB 914)**. 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. By law, this questionnaire must be filed with the records administrator of the City of Rockwall not later than the 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. Forms may be obtained on the City's website at www.rockwall.com, City Departments, Finance Department, Purchasing page.

34.0 **CERTIFICATE OF INTERESTED PARTIES FORM 1295** **Definition and Instructions**

Section 2252.908 of the Texas Government Code 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.

All vendors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

35.0 **Insurance Requirements:**

Contractors performing work on City property or public right-of-way for the City of Rockwall shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Rockwall.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$1,000,000 each occurrence, \$2,000,000 general aggregate; Or \$2,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
1. Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Rockwall Purchasing Agent at (972) 772-6418.

A PURCHASE ORDER WILL NOT BE ISSUED OR CONTRACT EXECUTED WITHOUT EVIDENCE OF INSURANCE.

Contractor shall add the City of Rockwall as an additional insured on all required insurance policies, except worker's compensation, employer's liability and errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.

PUBLIC NOTICE
CITY OF ROCKWALL, TEXAS
INVITATION TO BID

The City of Rockwall is accepting sealed bids for AQUATIC VEGETATION AND ALGAE MANAGEMENT PROGRAM. Sealed bids will be received by the Purchasing Agent, City Hall, 1st Floor, 385 S. Goliad, Rockwall, TX 75087 until 2:00 p.m., September 7, 2017. All bids duly received will be publicly opened and read aloud at said time and date in the City Hall Council Chambers, 385 S. Goliad, Rockwall, Texas. Bid Packet is available on line at <http://www.rockwall.com/finance.asp>.

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