



City of Rockwall
The New Horizon

**CITY OF ROCKWALL, TEXAS
REQUEST FOR PROPOSALS
FOR
UMPIRE SERVICES**

PROPOSAL DUE: 3:00 PM, JANUARY 7, 2019

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

REQUEST FOR PROPOSAL
City of Rockwall
UMPIRE SERVICES
February 2019

I) INTRODUCTION

The City of Rockwall, Texas is planning to contract for Umpire services for all youth Baseball leagues and tournaments at the following locations: Leon Tuttle Sports Complex (8 Fields), Yellow Jacket Park (3 Fields), and Harry Myers Park (2 Fields). The City hosts and facilitates multiple leagues and tournaments throughout the year. The City's RBSL (Rockwall Baseball & Softball League) will host:

- Three seasons of youth baseball: spring, summer, and fall.
- A growing number of youth baseball tournaments

II) EXPERIENCE

Preference will be given to companies having demonstrated experience in services of similar scope and complexity. A company resume shall be submitted as part of the proposal. The resume will be attached as part of the Umpire Agreement and shall include, at a minimum, the following items:

- The background and experience of operator in providing quality service through similar umpire operations.
- The background and experience of operator in related professional experience.
- Demonstration of qualifications necessary to operate, train, and evaluate umpires in a highly professional manner.
- The background and experience in training and evaluating umpires.
- Three (3) references with name of contact person and telephone number.

III) CRITERIA FOR AWARD OF CONTRACT

Proposal amounts proposed by responding Umpire service operators for the privilege to provide umpire services will not be the sole determining factor in selecting the umpire operator. The criteria for evaluating the Proposals will be based upon a combination of the following:

- The background and experience of operator in providing quality service through similar umpire operations. 10%
- The background and experience of operator in related professional experiences. 10%
- Proposal amount – 30%
- Demonstration of qualifications necessary to operate the umpires in a highly professional manner. 20%
- The background and experience in training and evaluating umpires. 20%
- Reference responses 10%

The City reserves the right to add other umpire services at their discretion to any of the above-mentioned facilities.

IV) SCOPE OF WORK

Professional services normally required in the operation of umpire services in both league and tournament formats.

The City acknowledges this will be a non-exclusive agreement and the winning umpire provider may provide similar officiating services to other organizations located in the City. The chosen umpire provider must also acknowledge that the City of Rockwall may use other umpires if the chosen provider cannot supply the required umpires for either youth baseball or on a tournament-by-tournament basis. The chosen umpire provider will acknowledge and agrees to give the City priority in umpire assignments during the terms of the awarded agreement.

V) OTHER REQUIREMENTS

Each Proposer should include information as needed to qualify. Proposals must address the following items to be given further consideration for the project: experience with similar projects; availability to perform requested services; ability to perform services within the given timeframe; understanding of the project scope; familiarity with the site; proof of insurance as required by the City of Rockwall.

GAME RATES

Rates based on the following game lengths:

- 50-60 minute games, with 1 umpire
- 75 minute games, with 2 umpires
- 90 minute games, with 2 umpires
- 105 minute games, with two umpires
- Scheduling fee per assigned game
- On site UIC (Umpire in charge)

Estimated game count:

Spring Season- 1200 games

Summer Season-560 games

Fall Season- 800 games

The above game count does not include tournaments.

BACKGROUND CHECKS:

It is the city's position to protect all program participants. The winning provider will demonstrate the ability to conduct Background checks on all umpires. This will be done using a mutually agreed upon process that reflects the intent of the city's "coaches eligibility policy".

TRAINING:

The chosen service provider shall train all umpires. The chosen service provider must demonstrate an ability to execute a clear and concise training program.

REVIEW AND EVALUATION:

Umpire service provider must demonstrate the ability to conduct performance evaluations of each umpire annually.

AFFILIATION:

The chosen service provider must agree to be affiliated with the same governing organizations for tournament and league play if such organizations require them to do so. Service provider will be responsible for paying the registrations fees for each umpire. The City will be affiliated with USSSA. City Reserves the right to offer tournaments under alternative governing bodies.

VI) PROPOSAL CONTENTS

The proposal shall contain the following information:

1. Name of firm(s) and company history.
2. Professional Liability Policy in the amount of \$1,000,000.00 minimum.
3. The background and experience of operator in providing quality service through similar umpire operations.
4. Demonstration of qualifications necessary to operate the umpires in a highly professional manner.
5. The background and experience in training and evaluating umpires.
6. Proposal for contracted services cost.
7. References for performance of like services.

VII) SELECTION CRITERIA

The City will select the umpire service provider considered most qualified to provide the desired services. In addition, the organization that proposes an agreement that allows for the maximum customer service potential for the City will be given the highest ranking(s).

If the City is unable to negotiate a satisfactory proposal, it may commence negotiations with another selected firm. The City reserves the right to reject any and all proposals.

Two (2) copies of the RFP response shall be submitted by 3:00 PM, January 7, 2019:

Lea Ann Ewing
Purchasing Agent
City of Rockwall
385 S. Goliad
Rockwall, TX 75087

For questions, contact:

David Wilson
Athletic Supervisor
City of Rockwall
972-771-7761

I have read and agree to the conditions and requirements stated within this document.

Umpire Services Provider

Date

CITY OF ROCKWALL, TEXAS

General Provisions of the Proposal

1.0 Submission of Proposal

1.1 One (1) original and (1) copy of all Proposal documents shall be submitted in a sealed package or container. Proposal 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. Proposals that are not submitted in a sealed package or container will not be considered.

1.2 Mail Proposals to:

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

1.3 Proposals may also be delivered in person to:

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

1.4 Delivery of Proposals 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 Proposal documents to the location listed in 1.2 or 1.3 on time. Delays due to any instrumentality used to transmit the Proposal including delay occasioned by the Vendor or the City of Rockwall internal mailing system will be the responsibility of the Vendor. The Proposal 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 Proposals are submitted timely. Late Proposals will not be accepted under any circumstances.

3.0 Proposal Due Date and Public Opening

3.1 Proposals 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: January 7, 2019

Time: 3:00 p.m., local time

Vendors, their representatives and interested persons may be present.

After the contract is awarded, all Proposals will be open for public inspection, to the extent permitted by the law. Proposals 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 Proposal to be disclosed, they are required to identify all proprietary information in the Proposal. 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 Proposal that those sections shall be deemed non-proprietary and made available upon public request.
- 4.2 Vendors are advised that the confidentiality of the Proposals 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 Proposal 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 Proposal

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 Proposals (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 emailed to Attn: Purchasing Agent lewing@rockwall.com and the 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 Proposal

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

9.0 Award of Proposal

The City of Rockwall reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interest of the City. Receipt of any Proposal shall under no circumstances obligate the City to accept the lowest cost Proposal. The award of this contract shall be made to the responsible Vendor whose Proposal is determined to be the best-evaluated offer, taking into consideration demonstrated competence and qualifications to provide the equipment solicited in the RFB. Proposal may be awarded on Monday, February 6, 2017 at the regular scheduled City Council meeting.

10.0 Period of Acceptance

Vendor acknowledges that by submitting the Proposal 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 Proposal is 60 calendar days from the date of opening.

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 Proposal 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 Proposal that 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 Proposal 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 Proposal would 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 Proposal is accepted, the awardee shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that 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 Proposal are accepted by the City of Rockwall.

1.0 Error - Quantity

Proposals 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 Proposal form are estimates only and not a guarantee to purchase by the City of Rockwall.

2.0 FOB - Damage

Items shall be Proposal F.O.B. Delivered, City of Rockwall, Rockwall, Texas 75087 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 Proposer 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

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

4.0 Withdrawal - Alteration of Proposal

Proposals CANNOT be altered or amended after Proposal closing. Alterations made before Proposal closing must be initiated by Proposer guaranteeing authenticity. No Proposal may be withdrawn after Proposal closing without acceptable reason in writing and with the approval of the Director of Finance.

5.0 Invoices

Invoices bill to: Accounts Payable, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087.

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 Proposal award. Contractor may be allowed to make weekly draws based on work completed.

7.0 Warranty - Maintenance Agreement

Vendor shall submit with the Proposal response all information regarding warranties and/or maintenance agreements pertaining to said Proposal items. Vendor shall provide the City with a minimum 1-year warranty on labor and materials.

8.0 Delivery Promise - Penalties

Proposals 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 Proposer to complete delivery in two (2) weeks from the date the Proposal is awarded. Unrealistically short or undue long delivery promises may cause the Proposal to be disregarded. Consistent failure of a Proposer to meet his delivery promises without a valid reason may cause removal from the Proposal list.

When delivery delay can be foreseen, the Proposer 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 Proposer 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 Proposer. 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 Proposal response to this request, the Proposer thereby certifies that the Proposer 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 Proposal. Consistent and continued tie Proposals on any commodity could be cause for rejection of all Proposals by the Purchasing Agent and/or investigation by the Attorney General to determine possible Anti-Trust violations.

11.0 Proposal Evaluation and Award

Vendors shall propose on all of the work to be considered. The City reserves the right to make one award and use the best value method for Proposal award. Vendors are to submit Proposals on the form provided in this Proposal packet. Freight / shipping costs are to be included in the Unit Price. Vendors are encouraged to submit any additional information with their Proposal including warranty documentation and additional warranty period cost for the equipment.

All Proposals are evaluated for compliance with qualifications/specifications before the Proposal price is considered. Response to qualification/specification is primary.

12.0 Gratuities

The City may, by written notice to the successful Proposer, cancel this contract without liability to successful Proposer if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or any agent or representative of the successful Proposer, 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, subVendor or supplier in the execution of, or performance under, any contract which may result from Proposal 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 RFP 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. The contract may be written with a possible annual renewal up to three (3) consecutive years.

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 RFP is intended by the parties as a final expression of their agreement and intended 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, 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 Proposal and Contractual Material

All reports, charts, schedules, or other appended documentation to any Proposal, content of basic Proposal, 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 Insurance Requirements:

Liability insurance and/or workers' compensation are required by the City for said Proposal item(s), **proof of insurance and/or workers' compensation should be submitted with the Proposal**. The City reserves the right to review all insurance policies pertaining to Proposal item(s) to guarantee that the proper coverage is obtained by the Proposer. CONTRACTOR shall purchase, at his own expense, and maintain such insurance as will protect him from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss or use resulting there from - any or all of which may arise out of or result of Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage and be written for not less than any limits of liability and maximum deductibles specified in the Supplemental Conditions or required by law, whichever is greater, shall include contractual liability insurance and **shall include the City as an additional insured**. The CONTRACTOR shall maintain such additional insurance, as he may deem appropriate. With the exception of the Agreement, CONTRACTOR shall file with the City his Accord certificates of such insurance, acceptable to City; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to City.

- **Limits:**
Such insurance as will protect the Contractor for damages because of bodily injury, sickness, disease or death of his employees apart from that imposed by Statutory Worker's Compensation laws with such insurance having a minimum limit of liability of not less than \$500,000.
- Such insurance as will protect the Contractor from claims from damages because of bodily injury, personal injury, sickness, disease or death with minimum limits of liability of not less than \$500,000 each occurrence and \$500,000 aggregate.
- Such insurance as will protect the Contractor from claims for damages for injury to or destruction of tangible property of others, including loss of use thereof. Such coverage shall include Broad Form Property Damage and removal of XCU exclusions where applicable. The minimum limits of liability shall be \$1,000,000 per occurrence and \$1,000,000 aggregate.
- Such insurance as will protect the Contractor from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles. Minimum limits of liability for bodily injury and property damage shall be not less than \$1,000,000 for each occurrence.

- Property insurance including materials not in place at the site to the full insurable value thereof.

All insurance coverages required are MINIMUM coverages and limit amounts, and it shall be the Contractor's responsibility to determine which limits are adequate for the scope and size of this work. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. In any event, the Contractor is fully responsible for all losses arising out of, resulting from or connected with operations under this contract whether or not said losses are covered by insurance. The City's acceptance of Certificates of Insurance that in any respect do not comply with the Contract requirements does not release the Contractor from compliance herewith.

The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent their interests are covered by insurance under this Section, except such rights as they may have to the proceeds of such insurance when held by the City as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

35.0 **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.

36.0 Piggyback Contract/Other Entity Clause:

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state laws. Freight/shipping charges are included in the proposal prices for Texas cooperative members. Additional freight/shipping charges that may be required by other organizations and agencies are outside the scope of the base proposal. The City authorizes each governmental entity to make payment directly to the successful proposer. The term of this agreement is one (1) year from the date of contract execution.

PUBLIC NOTICE **CITY OF ROCKWALL, TEXAS**

Advertisement for Proposal

The City of Rockwall will receive sealed Proposals for Umpire Services until January 7, 2019 at 3:00 PM. Proposals should be delivered to the Purchasing Agent, City of Rockwall, 385 S. Goliad, Rockwall TX 75087 on or before the above due date and time. Proposals will be publicly opened and the names of the proposers read aloud in the City Council Chambers, Rockwall City Hall, 385 S. Goliad, Rockwall, TX 75087. General and Professional liability and statutory Worker's Compensation insurances are required. Proposal document is on file at City of Rockwall Purchasing office and on line at www.rockwall.com. The City of Rockwall reserves the right to reject any and all Proposals or to waive any informalities in the Proposal.

Publish: Herald Banner

December 21, 2018
December 28, 2018