

NOTICE TO BIDDERS AND/OR PROPOSERS

PROJECTS, SERVICES & SUPPLIES

The City of Tyler will accept bids and/or proposals for the following projects, services, and/or supplies in the Purchasing Office, 304 North Border, Tyler, Texas 75702, ATTN: Sherry Pettit until 2:00 p.m. on August 23, 2022, for the items shown below, at which time they will be publicly opened. All interested persons may attend.

Bid/Proposal

ANNUAL PRICE AGREEMENT FOR CITY PARKS FOR SPECIFIC SERVICE AND REPAIR

Plans, specifications and/or proposal forms must be obtained from the Parks and Recreation Department *(unless otherwise indicated) during regular business hours Monday through Friday, 8:00 a.m. until 4:30 p.m. Telephone No. 903-531-1370. The City reserves the right to accept, reject, cancel or modify any bid or proposal, waive all formalities, and to award the bid most advantageous to the City.

In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a *Certificate of Interested Parties* (Form 1295) at the time the signed contract is submitted to the CITY. The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least \$1 million.

Tyler Morning Telegraph

1st Publication: July 26, 2022

2nd Publication: August 2, 2022

*As needed, add: Specifications may be obtained from the Parks and Recreation Department, 1718 W. Houston St., Telephone 903-531-1370. Also, a pre-bid conference for Bid No. 22-042 will be held on August 17, at 10 a.m. in the Rose Room at the Rose Garden Center.

City of Tyler, Texas
Edward Broussard
City Manager



REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

Telephone: (903) 531-1232

July 26, 2022
DATE MAILED

Quote No: 22-042
(Number must appear on ALL correspondence)

Closing Time: 2:00 p.m.

Closing Date: August 23, 2022

Addressed To:

Please quote as per instructions indicated below for the articles described. Quotes must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:

1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Purchasing Manager

Sealed quotes to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until 2 p.m. on August 23, 2022, and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2 p.m. on August 23, 2022.

Annual Price Agreements for City Parks for Specific Service and Repair

QUOTE IDENTIFICATION:

Quote number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

DATA SHEETS:

All bidders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this quotation.

DELIVERY:

Delivery must be stated in your quote on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement.

In submitting the above request and attached bid to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed quotation.

INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Quotes Must Be Signed

TERMS AND CONDITIONS

Quotations are requested for furnishing the items described herein in accordance with the terms set forth. **ALL QUOTATIONS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Quotes may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

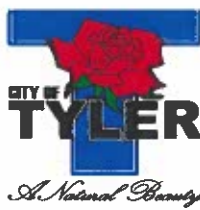
Any quote submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:

In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the CITY. The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least \$1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.



CITY OF TYLER
SPECIFICATIONS FOR ANNUAL PRICE AGREEMENTS
FOR CITY PARKS FOR SPECIFIC SERVICE AND REPAIR BID 22-042

SCOPE:

The purpose of this specification is to establish annual price *Agreements* with private partners, for general repairs and new construction work on City of Tyler Parks, Recreation Parks, Buildings and Grounds throughout the City.

These partnerships are to assist the City of Tyler Parks and Recreation Department and City of Tyler Facility Services. Other City Departments may participate with this bid, but their location will not be specified in this bid document.

There are no guaranteed dollar amounts and/or no guaranteed repair/new quantities. This partnership will still allow the City to utilize vendors through the First Choice and State Buy Board or other State Cooperative vendors that have already bid accordingly. For larger construction/repair projects, the City may utilize the City's State approved bid system.

QUALIFICATION OF BIDDER:

Bids will be considered only from bidders who have been established in the business of the actual service or repair requested bid groups two (2) or more years of business. If requested, bidders must provide references to provide proof of two (2) or more years of business. For a bidder to qualify for each service group, they must not sub-contract more than 25% of the work in that group and if there is a State of Texas licensing required, one must be provided at time of bid that list the name of the vendor that is bidding.

PRICE AGREEMENT PERIOD AND RENEWAL OPTION:

The price *Agreements* shall be for a term of **three (3)** years, beginning upon the date of City Council approval. The City and contractor may, upon mutual consent, extend this price *Agreement* for five (5) additional one (1) year periods, upon written request of the contractor, presented not later than forty-five (45) days prior to the expiration of the price *Agreement*. The rates can be adjusted at the time of renewal, upward or downward, in a percentage not to exceed the effective change in the Consumer Price Index for the previous twelve (12) month period. If agreement cannot be reached, the price *Agreement* is terminated at the end of the current period and the next lowest original bidder will be contacted in accordance with their original bid.

CANCELLATION:

The City reserves the right to cancel the price *Agreement* upon thirty (30) days written notice. The vendor also has this right. In the event of poor service, the City reserves the right to cancel and move onto the next lowest bidder, as primary, in accordance with the thirty (30) day written notice.

PRICING:

The prices quoted shall be firm for the entire term of the price *Agreement*, except where adjustments are allowed by contract.

PRODUCTS AND PARTS:

All products used by the vendor must be approved to meet or exceed quality standards set by the City's Code for each repair.

REPORTING PROCEDURES:

All problems identified on a project, other than what it was brought to the vendor for, shall be reported to the City of Tyler Parks Department, by telephone, prior to any work being done. Before repairs are authorized and before the work is completed a Purchase Order (PO) number must be obtained, unless after hour request or emergency request have been made.

City of Tyler – Parks and Recreation Department – (903) 531-1370

Each department that requests service, will need to coordinate payment according to the City of Tyler's billing process.

SERVICE TIMES:

The vendor must establish a reasonable response time for non-emergency work repairs. For emergency repairs, the vendor must be able to begin work as soon as possible and give an estimated time of arrival.

Continued failure to deliver services within the specified response time frame may result in the cancellation of this *Agreement* and the City will exercise its right to move to the next lowest bidder as primary.

VENDOR INVOICING:

1. Invoicing will be accomplished on an individual repair basis.
2. Invoices must be ready and signed by City personnel at the time the repair or work has been completed.
3. Invoices shall be itemized by individual work orders and shall specify the City location and the City PO number issued.
4. Invoices will also show itemized labor and parts charges.
5. Invoices for Parks and Recreation facilities are to be prepared and submitted to the following address: 1718 W. Houston St., Tyler, TX, 75702.
6. All other invoices for other departments should be sent to that said department. It is the vendor's responsibility to collect all billing information.

PARTS PRICE AUDIT:

Parts supplied by vendor will be subject to random audits. Continued price quality discrepancies or deviations from the *Bid Agreement* could result in the cancellation of this *Agreement*.

REPAIR AND PARTS WARRANTY:

Warranty on vendor-supplied parts will be whatever is offered by the manufacture as well as provided by vendor. Warranty for labor will be specified per the *Vendor Agreement*.

VENDORS OVERWHELMED BY CITY SERVICE REQUEST:

In the event the **Primary Service Vendor** has a high number of City repairs or request for service that may prevent them from following the specified time frame of service, the City reserves the right to move to the **Secondary Service Vendor**. Vendors that are overwhelmed with City repairs or request for service will not be considered for cancelation unless they are not following the City specified guidelines for service.

BID AWARD:

Bidders are not required to bid all groups on this *Agreement*. Bidders must submit bids on each individual group they wish to bid on.

The most responsible overall bidder in each group, making the lowest and best bid, will be awarded the **Primary Service Vendor** for the service price *Agreement* for that group.

The second lowest and best bid will be awarded the **Secondary Service Vendor** for the service price *Agreement* for that group and so forth. Up to three vendors will be approved for each group.

In the event that the awarded **Primary Service Vendor** cannot provide service on a particular vehicle, within the specified service time frame, or is overwhelmed with City vehicles, the City reserves the right to purchase the service from the awarded **Secondary Service Vendor, and so forth.**

It is expressly understood and agreed that in case the City of Tyler should need any item(s) or service not available within the time frame needed from the successful vendor(s) during the term of this *Agreement*, the City of Tyler reserves the right to purchase these items or services from a vendor other than the successful vendor(s) and shall not be in violation of any terms or conditions of said *Agreement*. Further, the City of Tyler reserves the right to seek another vendor if, at any time, vendor's prices do not conform to the public pricing. It is also understood that bids for Capital Improvement Projects may come about and this bid does not come before those particular standalone bids.

DETAILED PRICE PROPOSAL

BIDDING NOTES:

1. The **labor rate** should be calculated to recover all direct and indirect labor costs, supervision costs, as well as all associated overhead and miscellaneous costs.
2. The **overtime rate**, which must be authorized by the City before the work begins, is charged for work done after normal business hours.
3. **Markup** should recover all direct and indirect labor, supervision, and overhead costs associated with parts operation.

Group 1 – Minor Concrete Repairs and New Small Construction Projects Less than 500 Square Feet. (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Per Square Foot Rate (4 inch minimum thickness)	\$
Fully Burdened Per Square Foot Rate (6 inch minimum thickness)	\$
Fully Burdened Per Square Foot Rate for City specified curbing	
Minimum Charge for Small Service Request (Includes Square Footage Rate)	\$
Parts and Materials Handling Markup (Percentage Over Cost)	\$
(City understands that steel and concrete fluctuate from day to day)	
Warranty Information:	

Group 2 – Major Concrete Repairs and New Construction Projects More than 500 Square Feet (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Per Square Foot Rate (4 inch minimum thickness)	\$
Fully Burdened Per Square Foot Rate (6 inch minimum thickness)	\$
Parts and Materials Handling Markup (Percentage Over Cost)	\$
(City understands that steel and concrete fluctuate from day to day)	
Warranty Information:	

Group 3 – Plumbing Repairs and New Construction Projects (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	
Warranty Information:	

Group 4 – Irrigation Repairs and New Construction Projects (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	
Warranty Information:	

DETAILED PRICE PROPOSAL (Continued):

Group 5 – Roofing Commercial Repair and New Construction Projects (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	
Warranty Information:	

Group 6 – Roofing Shingle Repair and New Construction Projects (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	\$
Warranty Information:	

Group 7 – Electrical Repairs and New Construction Projects (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	\$
Warranty Information:	

Group 8 – Electrical Sports Field Lighting (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	
Sub-Contracted Rental Equipment Service Markup (Percentage Over Cost)	
Warranty Information:	

Group 9 – Electrical Parks Pole Lighting (Note: This bid does not supersede other specified bids for construction)

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	\$
Sub-Contracted Rental Equipment Service Markup (Percentage Over Cost)	\$
Warranty Information:	

DETAILED PRICE PROPOSAL (Continued):**Group 10 – Woodwork, Sheetrock and Miscellaneous In-house Construction Repairs or Service (Note: This bid does not supersede other specified bids for construction)**

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	
Park Specific One Time Rate for Bathroom Cleaning and Disinfecting	

Group 11 – Empty all Trash Containers and Minor Trash Removal on Ground at Parks

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	

Trash Removal

1. Empty all City provided trash cans throughout the park
2. Empty all City provided trash cans in bathrooms at parks
3. Resupply, City provided, plastic trash can liners at all parks

Group 12 – Bathroom Cleaning and Disinfecting at Parks

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	

Cleaning Requirements

1. Clean and sanitize toilets, urinals and sinks
2. Resupply, City provided, paper goods
3. Clean and sanitize floors
4. Report any damage or needed repairs to Parks officials

Group 13 – Lock and Electronic Lock Repairs and Maintenance at Parks and Recreation Facilities

Fully Burdened Hourly Labor Rate	\$
Overtime Hourly Labor Rate for Emergency Call Out	\$
Parts and Materials Handling Markup (Percentage Over Cost)	
Warranty Information:	