

INVITATION TO BID – CITY OF BURNET MUNICIPAL GOLF COURSE IRRIGATION CONTROLLERS

RETURN BID TO: Kelly Dix, City Secretary
City of Burnet
P.O. Box 1369
1001 Buchanan Drive, Suite #4
Burnet, TX 78611

The enclosed INVITATION TO BID (ITB) and accompanying STANDARD INSTRUCTIONS TO RESPONDENT (AKA BIDDER), GENERAL PROVISIONS, and SPECIAL PROVISIONS (AKA SPECIFICATIONS) AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for the City of Burnet.

Sealed bids must be received by: 2:00 p.m. January 29, 2021

MARK ENVELOPE: “CITY OF BURNET, MUNICIPAL GOLF COURSE IRRIGATION CONTROLLERS, DO NOT OPEN”

TIMELINE OF EVENTS:

Date	Time	Event
December 23, 2020	10:00 a.m.	Notice read aloud and published in newspaper
December 30, 2020		Second notice published in newspaper on a date at least one week after the first notice was published.
January 11, 2021	10:00 a.m.	Pre-bid conference
January 18, 2021	All Day	Holiday. City offices closed.
January 22 2021	2:00 p.m.	Deadline to submit request for approved equals.
January 25, 2021	2:00 p.m.	No questions or request for additional information will be accepted after this date
January 29, 2021	2:00 p.m.	Bid closing date (at least 14 days after publication of first notice)
January 29, 2021	2:00 p.m.	Public opening of Bids at City Hall, 2402 S. Water Street, Burnet, Texas

INVITATION TO BID (ITB) STANDARD INSTRUCTIONS TO RESPONDENT

Respondent (sometimes referred to as “bidder” in these instructions) shall initial and date each page of the Special Provisions and must sign and date the Bid Sheet. The person signing must have the authority to bind the firm in a contract. Bids which are not signed and dated in this manner may be rejected.

All bids must be received at the designated location by the deadline shown. Bids received after the deadline shall be considered void and unacceptable. The City of Burnet is not responsible for lateness or non-delivery of mail, carrier, etc.

Bids must be submitted on the “Bid Sheet and Bid Forms” included for that purpose in this Invitation to Bid.

Facsimile transmittals *will not* be accepted.

Bids cannot be altered or amended after the submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

SALES TAX: The City of Burnet is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

DELIVERY: Respondents shall include a delivery date, (FOB City of Burnet designated delivery location), with their sealed bid. Bids which do not include a delivery date may be rejected.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting this Invitation’s requirements will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions according to the guidelines outlined in the Request for Approved Equals document attached. If the bidder takes no exception to the specifications, or offers no substitution, a check mark should be placed in the space provided indicating that the unit proposed meets that particular specification. The absence of any exceptions/substitutions shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of this invitation. The City Council of the City of Burnet reserves the right to accept any, all or none of the exception(s)/substitution(s) deemed to be in the interest of the City.

ADDENDA: Any interpretations, corrections or changes to this Invitation to Bid and Special Provisions will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Burnet, City Manager. Addenda will be sent to all who are known to have received a copy of this Invitation to Bid. Respondents shall acknowledge receipt of all addenda on the sealed envelope containing their bid.

BIDS MUST COMPLY with all applicable federal, state, county and local laws concerning these types of services.

REFERENCE: Respondents must supply with their bid, a list of at least three references where like services have been supplied by their firm. It must include, the name of the firm, address, telephone number and name of representative. Failure to provide this information may result in rejection of bid.

SILENCE OF SPECIFICATIONS: The apparent silence in the Special Provisions as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AWARD: The City of Burnet reserves the right to reject any and all bids that are not in the best interest of the City; or award a contract to the Respondent whose bid, conforms to the requirements of the Invitation for Bids; and provides the City with the Best Value. In determining Best Value City Council may consider: (a) the purchase price; (b) the reputation of the bidder and of the bidder's goods or services; (c) the quality of the bidder's goods or services; (d) the extent to which the goods or services meet the municipality's needs; (e) the bidder's past relationship with the City; (f) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities; the total long-term cost to the municipality to acquire the bidder's goods or services; and (g) any relevant criteria specifically listed in the request for bids or proposals.

CONTRACT: This bid, when properly accepted by the City of Burnet, shall constitute a contract equally binding between the successful bidder and the City of Burnet. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing and approved by both parties prior to commencement.

The bid opening is scheduled to be held in the City of Burnet City Council Chambers, 2402 S Water Street, Burnet, Texas. Each bidder is invited to attend.

The City of Burnet is aware of the time and effort you expend in preparing and submitting bids to the City. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. All responsible vendors are encouraged to compete for the City's business. Please direct all inquiries in writing to David Vaughn, City Manager, City of Burnet, P.O. Box 1369, 1001 E. Buchanan Suite #4, Burnet, Texas 78611. Awards should be made within two to three weeks after bid opening date. If you have any questions, please contact the City of Burnet, City Secretary, at (512) 715-3209.

RESTRICTION ON COMMUNICATION Respondent is prohibited from communicating with City staff and City officials regarding the details of this solicitation, with the following exceptions: (a) Respondent's questions or other communication during the pre-bid/pre-submittal conference are allowed. (b) Written questions and comments concerning this solicitation shall be sent to the City Manager, City of Burnet, P.O. Box 1369, 1001 E. Buchanan Suite #4, Burnet, Texas 78611. (c) Answers by City shall be issued in writing to all prospective Respondents in Addendum form. All provisions and

Bidder's initials: _____

Municipal Golf Course Irrigation Controllers ITB

requirements of such addenda shall supersede or modify affected portions of the Special Provisions. All addenda shall be incorporated in and made a part of the Project's contract documents. No other explanation or interpretation shall be considered official or binding upon the City. All addenda related to this Project shall be posted on the City's website with this solicitation. It is Respondent's responsibility to obtain any and all issued Project addenda. Non-compliance with this provision by Respondent or its agent may result in the disqualification of Respondent's bid/proposal from consideration.

Bidder's initials: _____

GENERAL PROVISIONS

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures City that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish City with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of City or the Contractor. No provision of this Agreement or act of City in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of City, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins _____ and ends _____. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 6: PAYMENT OR FUNDING Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 7: INSURANCE Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 8: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of City. The Contractor acknowledges that City is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, City shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 9: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 10: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated, by written notice of default to the Contractor, in whole or any part of the Agreement, in any one of the following circumstances: (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by City in writing) after receiving written notice by certified mail of default from City.

ARTICLE 11: SEVERABILITY

City and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 12: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with City.

ARTICLE 13:

- (a) Conflict of Interest. No member of the governing body of the City, and no other public officials of the City who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.
- (b) Texas Local Government Code Chapter 176. Effective January 1, 2006, persons, entities or their agents, which seek to contract for the sale or purchase of property, goods or services with City, shall file a completed Form 1295 with City Secretary not later than the seventh (7th) business day after the date that the person, entity or agent: begins contract discussions or negotiations with City; or submits to City an application, a response to a request for bid, a proposal, correspondence related to a bid/proposal or another writing related to a potential agreement with City.

Form 1295 is available from the Texas Ethics Commission online at the following web address: <https://www.ethics.state.tx.us/filinginfo/1295/>

- (c) Texas Government Code §2270.002 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By submitting an offer to or executing contract documents with the City, Respondent hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate any contract derived from such bid for material breach

ARTICLE 14: INDEMNIFICATION AND RECOVERY

Bidder's initials: _____

CONTRACTOR AGREES, TO THE EXTENT PERMITTED BY LAW, TO DEFEND AND HOLD HARMLESS CITY, ITS ELECTED OFFICERS, OFFICIALS, EMPLOYEES AND INDEMNITIES FROM ANY AND ALL CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES), ACTIONS, CAUSES OF ACTION, JUDGEMENTS, AND LIENS ARISING AS A RESULT OF CONTRACTOR'S NEGLIGENT ACT OR OMISSION UNDER THIS AGREEMENT. CONTRACTOR SHALL NOTIFY CITY OF THE THREAT OF LAWSUIT OR OF ANY ACTUAL SUIT FILED AGAINST CONTRACTOR RELATING TO THIS AGREEMENT.

ARTICLE 15: LIMITATION OF CONTRACTOR'S LIABILITY Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify City, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Nothing in this Article 15 shall limit the benefits of any manufactures warranties which Contractor shall assign to City.

ARTICLE 16: TITLES NOT RESTRICTIVE The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 17: JOINT WORK PRODUCT This Agreement is the joint work product of City and the Contractor. This Agreement has been negotiated by City and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 18: CHOICE OF LAW: VENUE This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Burnet County, Texas.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SPECIAL PROVISIONS

Project Location: City of Burnet Municipal Golf Course, **600** Delaware Springs Blvd, Burnet, TX 78611. The Project Location is the designated delivery location

Project: The City of Burnet is seeking replacement of the Municipal Golf Course's irrigation comptroller system. This includes a central computer, with software and monitor, 14 complete irrigation controllers with up to 20 stations, and 5 complete irrigation controllers with up to 30 stations. The Project includes:

- (a) Vendor's training Municipal Golf Course Maintenance staff on installation of the field controllers. It is anticipated that this training shall entail hands on training where Vendor shall demonstrate installation of field irrigation controller units until staff members become familiar with the installation process and supervise subsequent installation of field irrigation controller units until staff members are proficient in installation techniques, at which time staff members shall complete installation of remaining field irrigation units without supervision; and
- (b) Upon completion of the installation of all field irrigation units Vendor shall finalize installation of computer software to allow operation of the irrigation comptrollers from the central computer.

Specifications. This Bid is spec on the following product lines Rain Bird (Bid Sheet One); Hunter Industries (Bid Sheet Two); Toro (Bid Sheet Three).

Respondents, may submit bids on one or all product lines or submit a bid on product equivalent by submitting responses to Bid Sheet One, Two, Three and/or Four. However, Respondents shall not mix product lines on a Bid Sheet.

SPECIAL CONDITIONS REQUEST FOR APPROVED EQUALS

Bidders and suppliers may submit to the City requests for approved equals.

Requests must be supported by evidence such as technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal or better than the specification's requirements.

The City reserves the right to determine equivalency. All requests for approved equals must be submitted in writing and received by the City not later than the date indicated for approved equals, on this Call for Bid form.

All known bidders shall be informed, via addendum to the original specifications, of those requests determined by the City to be equal or to exceed the minimum stated specifications ten (10) days prior to the bid opening.

Requests for approved equals should be directed to:

David Vaughn, City Manager
City of Burnet
P O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas
(512) 715-3208 Telephone
(512) 756-8586 Facsimile

APPROVED EQUALS NOTE: An APPROVED EQUAL is a request from the bidder offering a unit feature that deviates from specified standards (e.g. a feature quantity is not the level specified, or a design or functional capability is not of the type specified, or where manufacturing or engineering technology has developed a new approach that may use an alternative method differing from the method called for in the specification that meets or exceeds the performance goal specified). Any non-approved alternates taken from the specified standards contained in the bid will disqualify the bid.

BID FORM

Project: **City of Burnet Municipal Golf Course Irrigation Controllers**

Bidder's Name: _____

Physical Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Addressed to: Kelly Dix, City Secretary
City of Burnet
P.O. Box 1369
1001 Buchanan Drive, Suite #4
Burnet, TX 78611

Mark Envelope: "CITY OF BURNET, MUNICIPAL GOLF COURSE
IRRIGATION CONTROLLERS, DO NOT OPEN"

The undersigned having carefully examined and thoroughly studied the specifications for the above named project; and being fully familiar with all conditions affecting the work required by the specifications, including the scope of work and bid sheets hereby propose to provide all material, labor, services required thereby for the bid sum of:

\$ _____

TOTAL _____
(words) _____ DOLLARS (\$ _____)
(figures)

And agrees to deliver

And, agrees that upon proper acceptance, this the General Provisions, Special Provisions, Scope of Work, and, Other Attachments hereto shall become a binding contract between Bidder and City.

_____ (Respondent)

By _____

(Printed Name)

(Title)

(Date)

Bidder's initials: _____

References form (three)

Firm's name	address	telephone number	name of representative