



CITY OF FRISCO COMPETITIVE SEALED BID NO. 2010-006

TREE FURNISHING AND PLANTING

**BIDS ARE DUE TO THE OFFICE OF THE
PURCHASING MANAGER PRIOR TO:**

**October 31, 2019
@ 2:00PM CDT**

NO LATE SUBMITTALS WILL BE ACCEPTED.

Questions are to be sent to
purchasing@friscotexas.gov prior to:

October 24, 2019 @ 4:00PM CDT

**Bids must be supplied on a CD or
flash drive along with a hard copy or
submitted electronically through**

Bonfire,

<https://friscotexas.bonfirehub.com>.

For CD/flash drive and hard copy
submittals, deliver or mail to:

CITY OF FRISCO

DANIEL FORD

PURCHASING MANAGER

6101 FRISCO SQUARE BLVD

FRISCO, TX 75034

For additional information concerning this Bid please contact:

**Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545**

**Austin Fox
Buyer
afox@friscotexas.gov
972 292 5549**



COMPETITIVE SEALED BID 2010-006 TREE FURNISHING AND PLANTING

BIDDER MUST SUBMIT BIDS ON A CD OR FLASH DRIVE ALONG WITH A HARD COPY TO FACILITATE EVALUATION OR SUBMIT BID ELECTRONICALLY THROUGH BONFIRE.

This bid is available for electronic submittal through Bonfire.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

The bid documents are available through Bonfire and vendors may register at <https://friscotexas.bonfirehub.com/portal>. Note that bids must be received on Bonfire by the due date and time in order to be considered. Any bid that is not received on time will not be considered. Submitting bids via the Bonfire website is not mandatory, hard copy and cd/flash drive submittal in accordance with these bid specifications will also be accepted. Bid submissions and registration are free of charge, for more information on being a vendor visit the vendor portal at the link provided above.

BIDS MUST BE RECEIVED ON OCTOBER 31, 2019 BY 2:00 PM CENTRAL DAYLIGHT TIME (CDT) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on October 31, 2019 at 2:05 PM CDT.

Write the competitive sealed bid number, 2010-006, name of bid, TREE FURNISHING AND PLANTING, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. **INSTRUCTIONS:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. **FORM:** Bidders must submit, in the manner and quantity listed above, the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the requested copies may result in the bid being declared non-responsive to specification and may not be further evaluated. When the option is available, electronic submission through Bonfire will satisfy these requirements.
3. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. **F.O.B./DAMAGE:** Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City 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.
7. **DELIVERY PROMISE-PENALTIES:** Bids **MUST** show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. **BIDDER SHALL PROVIDE:** With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn

after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope. When the option is available, electronic submission through Bonfire will satisfy this requirement.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this solicitation.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail or carrier, internet connectivity, website issues, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the notice of intent to award. Unless otherwise provided

by law, all staff recommendations will be made available for public review at least 72 hours prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: All invoices must reference the City of Frisco's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to the City Frisco, Accounts Payable, 6101 Frisco Square Blvd., 4th Floor, Frisco, TX 75034 (accountspayable@friscotexas.gov). Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a

clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then 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 the 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 as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
44. DISCLOSURE OF CERTAIN RELATIONSHIPS: 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 Frisco 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. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

45. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
46. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
47. **STORMWATER REQUIREMENTS:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the current City of Frisco Stormwater Ordinance (11-11-52). These BMPs include:
- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
 - Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
 - Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
 - Implementing proper material handling BMPs for transportation and storage.
 - Implementing proper waste disposal BMPs.
48. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

Within ten days of being notified of award of a contract by the City of Frisco, the successful vendor (business entity) must use the Texas Ethics Commission's web application, <https://www.ethics.state.tx.us/File/>, to enter the required information on Form 1295 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. The completed Form 1295 with the certification of filing must be provided to the City of Frisco Purchasing division (**within 10 days of being notified of award of a contract**).

The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

49. PROPRIETARY DATA - Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Frisco will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Texas Public Information Act.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034 | | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: | |
| INSURED Your Company Name Here Address of Insured Address of Insured | | INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR (INSR, WVN) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | <input checked="" type="checkbox"/> | | | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB \$ EXCESS LIAB \$ DED \$ RETENTION \$ |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | <input type="checkbox"/> | | | | |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | <input type="checkbox"/> | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Y | | | | WC STATUS: <input type="checkbox"/> TOBY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

| | |
|--|--|
| CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd. Frisco, Texas 75034 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE |
|--|--|

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ACORD 25 (2010/05)

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SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

| NAME OF FIRM | TELEPHONE # | \$ INVOLVEMENT |
|--------------|-------------|----------------|
| | | |
| | | |
| | | |

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

Authorized Signatory (*Officer or representative vested with the powers to commit the organization to a binding agreement*):

Name: _____ Title: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other:
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, _____.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, _____.

Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|---|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div> | |
| 1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div> | 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
| 3 Name of local government officer about whom the information is being disclosed. <div style="border: 1px solid black; height: 30px; margin-top: 5px; text-align: center;">Name of Officer</div> | | |
| 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> | | |
| 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. | | |
| 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). | | |
| 7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Date</div> </div> </div> | | |

CONTRACT RISK ASSESSMENT QUESTIONNAIRE
REQUIRED SUBMITTALS

1. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes ☐ No ☐ If so, please enclose details.

2. Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? Yes ☐ No ☐ If yes, please enclose details.

3. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City? Yes ☐ No ☐ If yes, please enclose details.

4. In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization? Yes ☐ No ☐ If yes, please enclose details.

5. Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable? Yes ☐ No ☐ If no, please enclose details.

6. In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes ☐ No ☐ If yes, please enclose details.

7. In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained

from bidding on a project due to an agreement with such governmental agency?
Yes ☐ No ☐ If yes, please attach a full explanation.

8. In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? Yes ☐ No ☐ If yes, please enclose details.
9. In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes ☐ No ☐ If yes, please enclose details.
10. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? Yes ☐ No ☐ if "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.
11. In accordance with Chapter 2270 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City? Yes ☐ No ☐

SIGNATURE

A. THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

B. Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed name and title: _____

BIDDER REMINDER LIST:**REQUESTED DOCUMENTATION INCLUDED?****BID SUPPLIED ON A CD OR FLASHDRIVE AND ONE HARD COPY OR SUBMITTED ELECTRONICALLY ON BONFIRE?****ALL BLANKS COMPLETED ON THIS FORM?****COMPLETED COMPANY PROFILE/REFERENCES?****COMPLETED SIGNATURE?****Schedule of Events**

| | | |
|-----------------------------------|------------------|------------|
| Public Notification/Advertisement | October 11, 2019 | |
| | October 18, 2019 | |
| Deadline for Submitting Questions | October 24, 2019 | 4:00PM CDT |
| Bids Due | October 31, 2019 | 2:00PM CDT |

Questions concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

COMPETITIVE SEALED BID NUMBER 2010-006 TREE FURNISHING AND PLANTING

Introduction:

The City of Frisco is soliciting bids to establish an annual contract for Tree Furnishing and Planting. Bids must include all charges associated with each item. This will be a one (1) year contract with up to four (4) optional one (1) year renewals. This bid includes various species and sizes of trees needed by the Parks and Recreation Department. The City will order on an as needed basis. All estimated quantities in this bid are not a guarantee of order. The City reserves the right to award this bid to multiple vendors.

General:

All materials bid must comply with applicable federal, state, county, and local regulations governing landscape materials.

Measurements:

Trees will be measured with branches and trunks or canes in their normal position. Do not prune trees to obtain required sizes. Caliper measurements will be six inches (6") above ground for trees with four-inch (4") or less caliper sizes, and twelve inches (12") above ground for larger than four-inch (4") caliper sizes. Measure main body of all plant material for height and spread dimensions, do not measure from branch or root tip to tip.

Inspection:

The City representative has the right to inspect trees at place of growth, prior to delivery, and when delivery is made for compliance with genus, species, variety, size, and quality. The City representative has the right to inspect plants for condition of root balls, root systems, insects, injuries, and latent defects. The City representative has the right to reject unsatisfactory or defective materials. The vendor will remove any rejected plant materials immediately from project site and replace with acceptable material at no additional cost to the City.

Maintenance Instructions:

Upon the City's request, the vendor shall provide written instructions recommending procedures for maintenance of trees, including bracing procedures when needed.

Plant Materials:

Provide only healthy stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, or disfigurement. Trunks will be centered in root ball.

Size:

Provide plant material in accordance with dimensional relationship requirements of the American Standard for Nursery Stock (ANSI) Z60.1 or most current edition, for kind and type of plant material required. Plant material of larger size than specified may be used if accepted by the City representative; in which case, increase size of root balls proportionately and at no additional cost to owner.

Requirements for Ball & Burlap Tree Stock:

Provide trees dug with firm, natural ball of earth in which they are grown. Provide freshly dug trees to the greatest extent possible. Provide ball size that meets or exceeds the diameter and

depth recommended by ANSI Z60.1, or most current edition, for type and size of tree required. Increase ball size or modify ratio of depth to diameter as required to encompass fibrous and feeding root system necessary for full recovery of trees subject to unusual or non-typical conditions of growth, soil conditions, or horticultural practice.

Requirements for Container Grown Stock:

Provide healthy, vigorous, well-rooted plant materials established in a container in which they are sold. Established container stock is defined as a tree grown in or transplanted into a container and grown in the container to develop new fibrous roots, so that root mass will retain its shape and hold together when removed from container.

Use rigid containers that will hold ball shape and protect root mass during shipping. Provide trees established in containers that meet or exceed minimum sizes recommended by ANSI X60.1, or most current edition, for kind, type, and size of trees required.

Protection:

Any property damage during delivery resulting from, arising out of, or caused by the operations of the vendor will be repaired or replaced by the vendor at no cost to the owner.

Availability:

For trees that the City will pick up from the vendor, trees must be available within 5 business days of receipt of order. If trees are not available within 5 business days after receipt of order, the City reserves the right to use the next responsive and responsible vendor or procure elsewhere. For trees to be delivered, delivery is required within 8 business days after receipt of order. If delivery of trees cannot be accomplished within 8 business days, vendor shall notify the City as soon as possible, and the City reserves the right to use the next responsive and responsible vendor or procure elsewhere.

Delivery of Trees:

The City representative will approve all deliveries. The vendor must provide protection of root systems and balls from drying winds and sun. Do not bend or bind-tie trees in such a manner as to damage bark, break branches, or destroy natural shape. The vendor must provide protective covering to avoid sun and wind damage during transport and delivery. Do not drop or stack ball and burlap tree stock during delivery.

Planting:

All planting operations must follow the most current edition of ANSI A300 Part 6 on Planting and Transplanting, or most current edition. No planting will be done without the approval of the City representative. The City representative reserves the right to oversee all planting projects.

Warranty:

All trees shall be under warranty for one year from the day of installation at said address and same location of original planting.



GENERAL INFORMATION
CITY OF FRISCO PURCHASING

BID FORM

CSB 2010-006

TREE FURNISHING AND PLANTING

PRICING

1. **Complete Pricing Exhibit A.** (Available at www.friscotexas.gov/bids, or upon request). For Evaluation Purposes, please submit the pricing in Excel format on a CD or flash drive or submit through bonfire. Pricing must be provided for all unit costs. In the event of a no bid on a line item, please leave the unit costs for that line item blank.

2. For items not listed on Exhibit A, the City is requesting a blanket discount off the retail pricing for tree inventory and a price markup for special order items that are not tree inventory. The discount and mark up listing is located below Exhibit A. This is intended to allow additional items to be added to the contract at the stated discount and markup rates.

3. Warranty: Minimum warranty should be one (1) year. Please provide the length of the warranty as well as what is and is not covered under the warranty.

PROVIDE THREE COMPARABLE REFERENCES TO THE SIZE AND NATURE OF THE SERVICES REQUESTED BY THE CITY OF FRISCO. PLEASE UTILIZE EXHIBIT B ATTACHED.

ANY EXCEPTIONS OR ADDITIONAL PRICING INFORMATION:



PROGRESS IN MOTION

SIGNATURE FORM

CSB 2010-006

TREE FURNISHING AND PLANTING

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____ Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

EXHIBIT B: REFERENCES

VENDOR NAME: _____
ADDRESS: _____
CITY: _____ STATE _____ ZIP _____
CONTACT NAME: _____ PHONE _____ EMAIL: _____

| REFERENCES | | |
|--|--------|-----------|
| REFERENCE 1 | | |
| Entity Name: | | |
| Contact Name: | | |
| Address: | | |
| City: | State: | Zip code: |
| Phone Number: | Email: | |
| Years doing business with Entity and Capacity: | | |
| REFERENCE 2 | | |
| Entity Name: | | |
| Contact Name: | | |
| Address: | | |
| City: | State: | Zip code: |
| Phone Number: | Email: | |
| Years doing business with Entity and Capacity: | | |
| REFERENCE 3 | | |
| Entity Name: | | |
| Contact Name: | | |
| Address: | | |
| City: | State: | Zip code: |
| Phone Number: | Email: | |
| Years doing business with Entity and Capacity: | | |