



## NOTICE TO BIDDERS

Sealed bids will be received by the City of Stephenville, at City Hall, 298 W Washington Street, Stephenville, TX 76401 until 2:00 pm, Tuesday, August 31, 2021, at which time bids duly delivered and submitted, will be considered for:

### **FERTILIZER, HERBICIDES, GRASS SEEDS, INSECTICIDES AND TURF MARKING PAINTS (ANNUAL CONTRACT)**

Bids should be addressed to Tricia Wortley, Purchasing Manager, 298 W. Washington, Stephenville, TX 76401.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the City, the bidder shall be responsible for actual delivery of the bid to the City Secretary before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Stephenville beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Until the final award by the City of Stephenville, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of the City will be realized hereby. Bid award is not solely based on price alone.

All bids must be submitted on original bid forms. Any changes to the form or failure to label packaging on the bid, may disqualify it. All packaging on bids (including courier envelope) will be submitted sealed and plainly marked with:

#### **NAME AND ADDRESS OF BIDDER TURF MAINTENANCE BID NUMBER 3300**

It is not the intent of the City of Stephenville to offer proprietary specifications, or to eliminate any vendor from bidding by the use of brand names. If brand names are used it is for example only and understood the "or equal" will be accepted.

Bids shall be held firm for a period of 60 days unless otherwise stated in the bid specifications, instructions to bidders, or on the bid sheet.

**PLEASE NOTE THAT MOST COURIER SERVICES DO NOT OFFER BEFORE  
10:30 AM SERVICE TO STEPHENVILLE**

**ITB 3300**

## STANDARD INSTRUCTIONS TO BIDDERS

Bids that contain any omission, erasures, or alterations, or additions of items not called for in the bid documents, or irregularities of any kind, may or may not be considered.

Deviations from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

Upon bidders submitting bids they shall not withdraw or cancel such bids and all sums deposited with such bids will be held by the City of Stephenville until all bids submitted shall have been canvassed and award of contract made, signed and if a performance bonds is required furnished and approved. All sums deposited with bids will then be returned to the respective bidders.

The City of Stephenville, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by the City of Stephenville, Texas to the successful bidder upon request.

No employee of the City of Stephenville shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, material, supplies or services.

Discounts: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice.

This contract is subject to cancellation upon thirty day written notice by the City of Stephenville without cause.

Liquidated Damages: In the event delivery is not made within the stated time period, (without acceptable reasons for delay and written consent from the City) the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said

sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes; conscription's of property, governmental regulations, acts of God, or any other causes beyond his control; provided an extension of time is obtained from the Division of Purchasing.

Exceptions: Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade. Bids on other items of similar and equal quality will be considered, provided the bidder states on the face of this proposal exactly what he intends to furnish, including any variation to the specifications and literature, otherwise he shall be required to furnish the items as specified on the proposal. Any other exceptions to any portions of these terms and conditions or deviations from written specifications shall be shown in writing on the bid document form or attached to bid form.

Quantities: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have any claim against the City of Stephenville for quantities less than the estimated amount.

Prices: The bidder should show in the bid document both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

Delivery Date: Bidders shall state delivery date on all order.

F.O.B Point: All prices of item(s) shall be quoted FOB City of Stephenville destination.

The City of Stephenville reserves the right to award this bid in whole or in part.

## STANDARD INSTRUCTIONS TO BIDDERS

It is desirable that bids are accompanied by two sets of specifications to support items bid. The City of Stephenville reserves the right to determine specification requirements on all items bid.

**Eligible Bidder:** Bidders are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

**Nonresident-Reciprocal Bid Act:** You are advised the City of Stephenville, Texas is bound by House Bill 620. The law provides that in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. After making that determination you are instructed to advise the Purchasing Department in writing of that fact with a copy of the applicable state statute.

Based on local government code 252.043, the contract will be awarded to the lowest responsible bidder **OR** to the bidder who provides goods or services at the best value for the municipality. Therefore price is not the only consideration in the bid award.

By signing this bid, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory.

Please be advised that Stephenville does not receive courier services before 10:30 a.m.

**CITY OF STEPHENVILLE  
TURF MAINTENANCE PRODUCTS  
SPECIAL CONDITIONS**

1. The contract will begin on October 1, 2021 for a period of one (1) year with a renewal option for the next two (2) years. After completion of the initial year contract term, the contract may be renewed for an additional period not to exceed one (1) year per renewal at the sole discretion of the City.
2. Items will be awarded on an all or nothing basis.
3. City of Stephenville reserves the right to cancel this agreement upon 30 days written notice with good cause.
4. Purchases will be made on an as needed basis.
5. All prices quoted shall be F.O.B. Stephenville City Hall or other designated City Offices.
6. Brand name references:
  - a. 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. Name brands are for reference only. Bids on similar items of like quality will be considered *if* the bid is noted and full description is provided.
  - b. If notation of substitution is not made, it is assumed vendor is bidding on the item specified.
  - c. Successful vendor will not be allowed to make unauthorized substitutions after award.
7. Evaluation of bid takes into account the following considerations: price, quality, probability of continuous availability and vendor reliability. It is not the policy of the City of Stephenville to award a bid on the basis of price alone.

**BID SHEET FOR TURF MAINTENANCE PRODUCTS**

**BID NUMBER #3300**

<b>Chemicals</b>			
	<b>Quantity</b>	<b>Item #</b>	<b>Price</b>
Pre-emergent Weed Control 0-0-7	50 lb bag		
Pre-emergent Snapshot 2.5 TG or equal	50 lb bag		
Celsius WG Herbicide (Warm Season Herbicide) or equal	10 oz bottle		
Primo Maxx growth regulator or equal	1 gal bottle		
Perennial Rye seed	50 lb bag		
Fertilizer 24-0-0 w/30% Uflexx 2%FE	50 lb bag		
Crosscheck Insecticide or equal	50 lb bag		
Infield Conditioner (dark red)	50 lb bag		
Rapid Drying Agent for Infield	50 lb bag		
Fertilizer 28-3-10	50 lb bag		
Field Marking Paint	17 oz can		
Field Marking Dust	50 lb bag		
Roundup or equal	30 gal drum		

To: City of Stephenville

I/we agree to furnish the described equipment, supplies, or services for the prices shown in accordance with specifications attached. By execution of this bid, I hereby represent and warrant to the City of Stephenville that I have read and understood the Bid Documents and this bid is made in accordance with those documents.

**Turf Maintenance Products for City of Stephenville  
Bid # 3300**

Vendor must meet or exceed specifications

**Please do not include tax, as the City is tax-exempt. \*\*Use the price sheet provided. \*\***

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number (include area code)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Fax Number (include area code)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Representative Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative Signature

***BID MUST BE SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT. BIDS NOT MANUALLY SIGNED WILL BE REJECTED.***