

# REQUEST FOR BIDS

**RFB No: 2019 – 7 – 01**

**Commodity/Service: Bird Abatement Services for  
Public Improvement District Number One**

**DEADLINE FOR SUBMITTING BID: 2:00 PM CT, July 29, 2019**

**BIDS TO BE OPENED: 2:00 PM CT, July 29, 2019**

**BID OPENING LOCATION: City Center Waco Office, 801 Elm, Waco, TX 76704**

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If this bid offer is accepted within a minimum of ninety (90) calendar days after date of bid opening, or for a longer period of time as inserted here \_\_\_\_\_, the undersigned hereby agrees to fully comply in strict accordance with the invitation, bid, specifications, and provisions attached thereto for the amounts shown on the enclosed bid sheet.

## NOTICE

*Upon receipt of this document you agree to complete the information below and email it to [jeffrey@citycenterwaco.com](mailto:jeffrey@citycenterwaco.com). Failure to do so will transfer the sole responsibility of obtaining all addenda to you, the bidder, and releases City Center Waco from any liability regarding this matter.*

<b>Your Name:</b>
<b>Company Name:</b>
<b>Address:</b>
<b>Phone Number:</b>
<b>Fax Number:</b>
<b>E-mail Address</b>
<b>Request to Receive Addenda for RFB No: 2019 – 7 – 1, PID Bird Abatement Service</b>

## WHOM TO CONTACT WITH QUESTIONS

Questions concerning the RFB should be submitted to following **RFB Administrator:**

Jeffrey Vitarius  
801 Elm Avenue, Waco, Texas 76704  
Phone: (254) 754-8898  
jeffrey@citycenterwaco.com

**Questions must be submitted in writing. Emails will be considered written requests if addressed to the RFB Administrator.**

## HOW TO PACKAGE YOUR BID

**One original and one copy** of the bid must be submitted: (1) inside a sealed envelope (2) clearly marked on the outside with the bid number, bid opening date, and the Commodity/Service requested by this bid package. Bids may be mailed or hand delivered to:

City Center Waco  
801 Elm Avenue  
Waco, Texas 76704  
ATTN: RFB ADMINISTRATOR

Bids may also be emailed AT THE BIDDER'S RISK. City Center Waco is not responsible for emailed bid documents not received. Bidders using email as submission are responsible for obtaining receipt verifying their submission was received before the due date and time. Bids may be emailed to [jeffrey@citycenterwaco.com](mailto:jeffrey@citycenterwaco.com).

**Note: Bids must arrive, to be date and time stamped, before the closing date and time. Mail early to allow for delays in delivery.**

## WHAT IS NOT ACCEPTED

A BID OR PROPOSAL SUBMITTED BY ELECTRONIC MAIL (EMAIL) WILL **NOT** BE ACCEPTED **UNLESS THE BIDDER OBTAINS A RECEIPT** INDICATING THE SUBMISSION WAS RECEIVED PRIOR TO THE DEADLINE. A BID OR PROPOSAL SUBMITTED OR POSTMARKED AFTER THE DEADLINE FOR SUBMITTING A BID (AS STATED ABOVE) WILL **NOT** BE CONSIDERED UNDER ANY CIRCUMSTANCES AND WILL BE RETURNED UNOPENED TO THE SUBMITTER.

### NOTICE

**DEFINITION:** Within the RFB/RFP, the terms “vendor”, “bidder”, “Proposer”, “contractor”, “supplier” and “contracted supplier” may be used at different points. The terms essentially mean, or refer to, the party responding to a request and/or the party awarded a contract based upon the requirements of this RFB/RFP.

## PROPOSED SCHEDULE OF EVENTS

<u>TASK/EVENT</u>	<u>TIME/DATE (TBD)</u>
Issuing the RFB	July 8, 2019
Advertising	July 8-12, 2019
<b>DEADLINE FOR SUBMITTING BID</b>	<b>July 29, 2:00 pm CT</b>
<b>Opening of bids</b>	<b>July 29, 2:00 pm CT</b>
Evaluation of bids	July 16, 2019
City Center Waco Board action	August 22, 2019
Notify proposers of award recommendation	August 22, 2019

Note: The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of City Center Waco.

Although issued by City Center Waco, this process is designed to comply with

**City of Waco Texas**

**Purchasing Services Division**

# **TERMS AND CONDITIONS**

## 1. CONTRACT:

1.1 **This Request For Bid (RFB), combined with the Vendor's response ("bid") submitted to and accepted by the City, constitutes a contract between City Center Waco, the City of Waco and the selected vendor at the time the PID 1 Board and/or Waco City Council awards the contract to such vendor.** No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in this RFB and to be further bound to the representations and information the vendor provides in his response to this RFB.

1.2 By submitting your bid (or proposal) you acknowledge that the City of Waco will not accept any bid (or proposal), or execute any submitted contract in conjunction with a bid (or proposal) that requires the City to agree to the following:

- A Venue other than Waco, McLennan County, Texas, or
- Arbitration, or
- An artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.), or
- An artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event), and
- The bidder's attention is directed to the fact that all applicable State of Texas laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## 2. CONFIDENTIALITY:

2.1 Trade secrets and confidential information in competitive sealed bids are not open for public inspection. To claim such confidentiality, each page of the bid (or proposal) that contains such information must be clearly label. If a Public Information Request is filed, the bidder (or proposer) will be notified so that such bidder (or proposer) can take steps to protect the information from public release.

## 3. BID INTERPRETATION:

3.1 Any explanation desired by a bidder regarding the meaning or interpretation of this RFB, or any documentation or attachments as part and parcel of the RFB, must be requested in writing to **City Center Waco, 801 Elm Avenue, Waco, TX 76704** or may be emailed or faxed to the contact person designated hereinabove. Such correspondence shall be submitted with sufficient time allowed for City Center Waco to evaluate and reply to all prospective bidders before the deadline for submitting a bid as stated in this RFB. The RFB number must appear on all correspondence and inquiries. Any non-written representations, explanations, or instructions given by City Center Waco staff are not binding and do not form a part of, or alter in any way, the RFB, a written agreement pertinent to the RFB, or the awarding of the bid.

3.2 Compliance with all bid requirements, delivery and needs of City Center Waco are considerations in evaluating bids. City Center Waco reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

3.3 City Center Waco reserves the right to accept the bid from the most qualified contractor(s) that best meets the needs, OR purchase off of existing contracts available through “Cooperative Purchasing Agreements”.

**4. SPECIFICATIONS:**

4.1 Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or Vendor but rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

**5. MODIFICATIONS AND/OR ALTERNATE BID:**

5.1 Definitions:

5.1.1 Modifications. A Modification shall mean a limited change to the Specifications or part(s) of the Terms and Conditions. Example: an item is specified in the color blue; however, blue is not available but gray or white can be supplied. The basic function of the item is unchanged by accepting a different color and as such will be considered as a Modification.

5.1.2 Alternate Bid. An Alternate Bid shall mean a major or complete change to a Specification or the Terms and Conditions that substitute for the item or terms as specified. Example: A 3\4 ton 2 wheel drive vehicle is specified. A bid is submitted suggesting that a one-ton 4X4 vehicle will be an equal. Such a large variance from the original specification will be considered an Alternate Bid.

5.2 The purpose of this RFB for City Center Waco is to purchase equipment and/or services as specified and controlled by the Terms and Conditions. All or any Modifications and/or Alternate bids to the Terms and Conditions and/or the Specifications shall be in writing, attached to, and submitted with, the bid documents. Absence of noted Modifications and/or Alternate bids will be interpreted to mean that the item/service quoted is in exact accordance with the Terms and Conditions as well as the Specifications.

5.3 Any Modifications and/or Alternate bids to the Terms and Conditions and/or the Specifications submitted by the bidder shall reference the associated line item number(s) and/or page number(s).

5.4 A bidder which is NOT bidding on the exact specified equipment, or services, is required to furnish with his bid a complete detailed description, and specifications, of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and/or any other pertinent information.

5.5 An Alternate bid item must reflect the general appearance, design, dimensions, or color of the item specified, and must be of equivalent materials, function, quality, construction, performance and suitability of the item(s) specified within the bid documents.

5.6 Approval of an Alternate bid item and/or service as defined in the Terms and Conditions and/or Specifications remains with City Center Waco and in all cases is final.

5.7 A bid that has been opened may not be changed for the purpose of correcting an error in the bid price nor to submit Modifications and/or Alternate bid to the Terms and Conditions and/or the Specifications.

5.8 In the event an item is not accepted as an alternate bid item upon receipt of delivery, bidder may be allowed to supply equipment/services meeting the original specifications at the bid price, if this does not cause unacceptable delays and or harm, and is in the best interest of the City.

5.9 N/A for Services Contract.

**6. MATERIALS:**

6.1 N/A for Services Contract.

**7. CHANGES TO RFB:**

7.1 Any changes by City Center Waco to the RFB, or to any portion, prior to the deadline for submitting bids will be in the form of a written amendment or addendum, which will be advertised.

**8. BID REVIEW:**

8.1 Bidders are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the RFB and their responses. Failure to do so will be at the bidder's risk.

**9. BID RESPONSES:**

9.1 Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications.

**10. TAXES:**

10.1 All quotations are to be submitted less federal excise taxes and State of Texas sales taxes. Tax exemption certificates will be executed upon request.

**11. AUTHORIZED SIGNATURE:**

11.1 A bid must show Vendor's name and address and be manually signed. The person signing the bid must have authority to contractually bind the bidder. The person signing the bid or others who are able to show evidence of authority to execute or sign on behalf of the bidder must initial any erasures or other changes.

**12. MODIFICATION OR WITHDRAWAL OF BIDS:**

12.1 Bid pricing CANNOT BE ALTERED OR AMENDED AFTER THE DEADLINE PASSES TO SUBMIT A BID. Bids may be modified prior to the deadline only by providing a written notice (including by fax or email) to the Contact Person or the RFB Administrator at the addresses shown herein. A bid may also be withdrawn by providing the same notice or in person by a bidder or his authorized agent, provided the agent's identity is made known and he signs a receipt reflecting that the bid is being withdrawn. This provision does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.

**13. PRICES QUOTED:**

13.1 Bids must be firm, unless a bidder believes it necessary to base its price on price adjustment, then such a bid may be considered but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however, in the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB. PRICING MUST BE ENTERED ON THE BID SHEET IN INK OR TYPEWRITTEN.

**14. DELIVERY DATE:**

14.1 N/A for Services Contract.

**15. DELIVERY STATUS:**

15.1 N/A for Services Contract.

**16. DELIVERY TIMES; PLACE:**

16.1 N/A for Services Contract.

**17. EVALUATION FACTORS:**

17.1 For bids relating to goods or services, City Center Waco awards bids based on competitive bidding to the lowest and best responsible bidder.

17.2 City Center Waco reserves the right to extend any contract when most advantageous to City Center Waco, upon mutual assent of the Vendor.

**18. PARTIAL AWARD:**

18.1 BIDDERS MAY FURNISH PRICING FOR ALL OR ANY PORTION OF THE RFB. UNLESS BIDDER SPECIFIES OTHERWISE IN ITS BID, THE CITY MAY AWARD BIDS FOR ANY PORTION OF ITEMS BEING BID.

**19. RESERVATIONS:**

19.1 CITY CENTER WACO EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

19.1.1 Waive any defect, irregularity, or informality in any bid or bidding procedure;

19.1.2 Extend the bid closing time and date. Notification will be made by addendum;



19.1.3 Reissue a bid invitation or proposal;

19.1.4 Procure any item by other allowable means;

19.1.5 Increase or decrease the quantity specified, unless the bidder specifies otherwise;

19.1.6 Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the city, and/or the waiver otherwise results in a measurable benefit on behalf of the city.

19.1.7 Consider and accept an alternate bid as provided herein when most advantageous to City Center Waco;

19.1.8 Extend any contract when most advantageous to City Center Waco;

19.1.9 Award any bid to multiple parties if it is in the best interest of City Center Waco.

**20. SUBMISSION OF BIDS:**

20.1 Sealed bids are to be returned by the Deadline for Submitting Bids stated on page 1 of this RFB in the following manner, by one of the following delivery methods:

20.1.1 Bids are to be delivered in an envelope marked on the outside with the BID NUMBER and BID OPENING DATE. In addition, "SEALED BID FOR (Commodity/Service)" should be marked in the lower left corner of the envelope. If submitting a "NO BID" response to the RFB, indicate so beneath the BID NUMBER.

20.2 The envelope should be returned as follows:

20.2.1 By MAIL, DELIVERY OR IN PERSON: 801 Elm Avenue, Waco, TX 76704.

CITY CENTER WACO ADDS: By ELECTRONIC MAIL: Address to [jeffrye@citycenterwaco.com](mailto:jeffrye@citycenterwaco.com). Email with all bid items contained in attachment(s). To ensure attachments will be able to be opened by recipient, .pdf is the preferred format. City Center Waco is not responsible for emailed bids it is unable to open.

**21. SINGLE BIDS:**

21.1 If only one bid is received for consideration, such bid may be opened in accordance with City Policy No. GFP&P-6 at the advertised time and place recited in this RFB.

**22. RIGHT TO CANCEL:**

22.1 City Center Waco shall have the right to cancel for default all or any part of the undelivered portion of the order if Vendor breaches any of the terms hereof, including warranties of Vendor, or if the Vendor becomes insolvent, or commits acts of bankruptcy.

**23. N/A for Services Contract.**

**24. ARREARS OF TAXES OFFSET TO DEBT AGAINST CITY:**

24.1 In accordance with the City of Waco Charter, Article VIII, Section 8, the City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

**25. INVOICE SUBMITTAL PROCEDURES:**

25.1 If invoices are submitted or otherwise used pursuant to the bid awarded under this RFB, the Vendor shall present invoices to City Center Waco in the following form and content:

25.1.1 Each invoice must reference City Center Waco contract, agreement or P.O. number;

25.1.2 Only one contract, agreement, or project shall be billed on a particular invoice;

25.1.3 Only one invoice per every thirty (30) days per contract, agreement, or project may be submitted;

25.1.4 Each invoice must have a billing number, which reflects in sequence the number of invoices that have been submitted on the contract, agreement, or project;

25.2 The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by City Center Waco. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

**26. FORCE MAJEURE:**

26.1 In the event performance by Vendor of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Vendor shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.

26.2 Vendor shall notify the Contact Person or RFB Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Vendor and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.

**27. GRATUITIES:**

27.1 City Center Waco may, by written notice to the Vendor, cancel this contract without liability to City Center Waco if it is determined by City Center Waco that gratuities have been offered to any officer or employee of City Center Waco with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City Center Waco, as set forth in this paragraph, cancels this contract City Center Waco shall be entitled to recover from the Vendor all additional costs incurred by City Center Waco as a result of the cancellation.

**28. WARRANTY FOR PRICE:**

28.1 The price or charge to be paid by City Center Waco shall be that contained in the Vendor's bid which Vendor warrants to be no higher than Vendor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices or charges shall be reduced to Vendor's current prices or charges on orders by others, or in the alternative, reduced to Vendor's current prices or charges on orders by others, or in the alternative, City Center Waco may cancel this contract without liability to Vendor for breach or Vendor's actual expense.

**29. ASSIGNMENT-DELEGATION:**

29.1 No right or interest in the contract shall be assigned, nor delegation of any obligation be made by Vendor without the written permission of the City Center Waco. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**30. WAIVER:**

30.1 No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**31. ADVERTISING:**

31.1 Successful bidder shall not advertise or publish, without City Center Waco's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**32. CONFLICT OF INTEREST:**

32.1 Vendor agrees to comply with the conflict of interest provisions in State law, the Waco City Charter and Waco Code of Ordinances. Any potential conflict of interest must be brought to the attention of City Center Waco.

## Insurance, Bonding, and Indemnification Requirements

1. Insurance

Subject to a Bidder's right to maintain reasonable deductibles in such amounts as are approved by City Center Waco, Bidder shall obtain and maintain in full force and effect for the duration of the services to be performed under the contract, and any extension hereof, at Bidder's sole expense, insurance coverage written on an occurrence basis, IN THE FOLLOWING TYPES AND AMOUNTS:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$100,000/\$100,000/\$100,000
Comprehensive General Liability Including: <ul style="list-style-type: none"> <li>• Premises/Operations</li> <li>• Independent Contractors *</li> <li>• Products/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Explosion, Collapse, Underground *</li> <li>• Broad form property damage, to include fire legal liability *</li> </ul> * If applicable	\$500,000 per occurrence; <b><i>\$1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</i></b>
Comprehensive Automobile Liability, including owned, non-owned, and hired car coverage	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

**All insurance policies, except workers' compensation and employer's liability, will name the City of Waco as an additional insured.**

**Term of Policy.** The required coverage must remain in effect for a two (2) year period following the expiration of the contract with City Center Waco.

**Proof of Insurance Required.**

Examination & Approval. ***Insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and insurance company.***

When to Submit. Within ten (10) days after execution of the contract and prior to the commencement of any work or services under this contract, Bidder shall furnish to the Risk Manager for City originals of completed certificates of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of the policies, plainly and clearly evidencing such insurance. Thereafter new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy.

Insurers. Bidder shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas and satisfactory to City Center Waco.

Additional Insured. *Except for Workers' Compensation and Employers' Liability*, City Center Waco and its officers, agents, volunteers and employees, *and* the City of Waco and its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insured. No officer or employee, other than the City of Waco Risk Manager shall have authority to waive this requirement as it concerns the City of Waco.

Other-Insurance Endorsement. Where the City is an additional insured shown on the policy, there shall be a provision or endorsement stating that any "other insurance" clause shall not apply to the City.

Agent Information. The certificate(s) must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to City Center Waco.

Precondition to Performance & Basis for Termination. City Center Waco shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy shall have been delivered to City Center Waco. Bidder understands that it is its sole responsibility to provide this necessary information to City Center Waco and that failure to timely comply with the requirements of this section shall be a cause for termination of this Agreement. If City Center Waco determines that it will deny payment, not perform, or terminate this contract because of the failure to provide certain information or documents, City Center Waco shall give Bidder notice of that determination and allow Bidder fifteen days to correct the deficiency.

Waiver of Subrogation. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of City Center Waco and the City of Waco.

Notice of Cancellation, Non-renewal, Material Change. When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by City Center Waco, Bidder shall notify City Center Waco of such and shall give such notices not less than thirty (30) days prior to the change, if Bidder knows of said change in advance, or ten (10) days notice after the change, if the Bidder did not know of the change in advance. Such notice must be accompanied by a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy.

**IF SELECTED BIDDER FAILS TO PROVIDE INSURANCE AS REQUIRED UNDER THIS REQUEST FOR BID NAMING CITY CENTER WACO AND CITY OF WACO AS ADDITIONAL INSURED, THEN SELECTED BIDDER AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AWARDED UNDER THIS REQUEST FOR BID AND HEREBY AGREES TO INDEMNIFY, PROTECT, AND HOLD HARMLESS CITY CENTER WACO, THE CITY, THEIR EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY**

OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY THE SOLE NEGLIGENCE OF CITY CENTER WACO OR THE CITY, THEIR EMPLOYEES, AGENTS, OR SERVANTS, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF CITY CENTER WACO OR THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF CITY CENTER WACO OR THE CITY AND SOME OTHER THIRD PARTY. IF SELECTED BIDDER PROVIDES THE APPROPRIATE INSURANCE NAMING CITY CENTER WACO AND THE CITY AS AN ADDITIONAL INSURED, THEN THIS SECTION SHALL NOT APPLY. SELECTED BIDDER FURTHER AGREES TO WAIVE ANY AND ALL CLAIMS AND SUITS COVERED BY THIS INDEMNIFICATION PROVISION AND AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST CITY CENTER WACO OR THE CITY, OR THEIR OFFICERS, OFFICIALS, AND EMPLOYEES.

# **SPECIFICATIONS**

## **RFB No: 2019-7-1**

### **Bird Abatement Service for Public Improvement District Number One**

**The bidder is required to examine all specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid contract. No additional allowances will be made because of lack of knowledge of, or inattention to, the specifications, conditions, or requirements.**

#### **1.0 GENERAL**

1.1 Bidders/vendors must limit their contact to the **RFB Administrator**. All questions, requests for information, and other vendor contact will be to the RFB Administrator only. Technical contact will be coordinated with the appropriate department by the RFB Administrator.

**RFB Administrator:**

Jeffrey Vitarius  
Phone 254-754-8898  
[jeffrey@citycenterwaco.com](mailto:jeffrey@citycenterwaco.com)

1.2 The **Contract Administrator** will be that individual (or designee) that will monitor the commodity/service deliveries, quality and billings during the life of the contract after the award of a contract by the City Council.

**Contract Administrator:**

Jeffrey Vitarius  
801 Elm Avenue  
Waco, Texas 76704  
Phone 254-754-8898  
[jeffrey@citycenterwaco.com](mailto:jeffrey@citycenterwaco.com)

1.3 Each bid will be evaluated for acceptability with emphasis on the various factors within this document. A staff committee will evaluate bids to ensure compliance with RFB requirements, quality of products and services offered, and pricing. The staff committee recommendations are subject to approval by the Public Improvement District #1 Advisory Board and the Waco City Council. Acceptance of any bidder's response will not place City Center Waco under any obligation to accept the lowest priced response. City Center Waco reserves the right to accept the bid from the most qualified contractor(s) that best meets its needs. All prices listed by the responding vendors shall be valid for a period of not less than one (1) year.

1.4 City Center Waco must receive **one original and one (1) copy** of the written bid no later than the closing date and time, or an email with bid attachment verified via emailed receipt from City Center Waco.



## **2.0 Objective:**

To enhance downtown Waco's image and attractiveness to visitors, residents, current property and business owners and prospective business developers by diligent abatement of nuisance bird presence throughout Public Improvement District One (PID1).

## **3.0 SCOPE**

3.1 To reduce the impact of nuisance without interruption to the daily business operations in PID1 by coordinating and cooperating with other providers in PID1 to achieve the best possible results together. To provide regularly scheduled bird monitoring, dispersal, and abatement throughout PID1. To provide reduced services during the Summer.

## **4.0 TERM OF THE CONTRACT AND RENEWAL OPTION:**

The term of the initial contract will be October 1, 2019 through September 30, 2020. All prices listed by the responding vendors shall be valid for a period of not less than the contract period. City Center Waco will have two (1) renewal option of twelve (12) months. The contract may be renewed for each subsequent twelve (12) months period providing the vendor agrees to provide service at the same terms and the same cost as the first 12 months period. If the vendor or the City Center Waco choose not to renew the contract, the services will be opened for quotes or bids.

## **5.0 SPECIFICATIONS**

### **5.1 Winter-Spring-Fall Services (October-June and September):**

- Nightly monitoring, dispersal, and abatement of nuisance birds throughout the PID
- Must be performed 5-7 nights per week
- Must commence approximately 15 minutes before dusk
- Dispersal and abatement may use a number of methods including but not limited to long-range avian lasers, roost disruption, high reach poles, slapsticks (please specify methods in response)
- No birds must be harmed by dispersal and abatement

### **5.2 Summer Services (July-August):**

- Weekly mentoring of nuisance birds throughout the PID
- As needed dispersal and abatement of nuisance birds throughout the PID (within 10 days of identifying the issue)
- Dispersal and abatement may use a number of methods including but not limited to long-range avian lasers, roost disruption, high reach poles, slapsticks (please specify methods in response)
- No birds must be harmed by dispersal and abatement

**PLEASE FILL OUT AND RETURN  
THE FOLLOWING PAGES AS PART OF  
YOUR BID.**

**BIDS OR PROPOSALS RETURNED WITHOUT ALL OF THE REQUIRED [FOLLOWING] PAGES (AND ANY OTHER REQUESTED INFORMATION OR REQUIREMENTS) MAY BE CONSIDERED INCOMPLETE AND MAY NOT BE CONSIDERED FOR AWARD UNTIL ALL REQUIRED PAGES ARE RETURNED**

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## BIOGRAPHICAL INFORMATION

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

Signature of Person Authorized  
to Sign Bid: \_\_\_\_\_

Signor's Name and Title  
(print or type): \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Federal Tax ID number: \_\_\_\_\_

Company Website: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## DECLARATION OF INTENT

As per the "MODIFICATIONS AND/OR ALTERNATE BID" section of the "TERMS AND CONDITIONS" contained within these bid documents, I attest that the bid submitted is: (check one box below)

1. to the exact Specifications and the Terms and Conditions of the bid documents.
2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.
- or
3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for City Center Waco's consideration, with attached justification(s) and documentation defending the alternate bid as meeting the intent of the specifications or scope of work.

**MUST BE SUBMITTED WITH YOUR BID/PROPOSAL**

**CITY CENTER WACO  
OFFICIAL BID SHEET  
BID INVITATION NO: 2017-3-2**

**Nuisance Bird Abatement Service for Public Improvement District Number One**

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

- I Refer to "instructions To Bidders" before completing Bid Sheet.
- II
  - a. Price: quote your best price, F.O.B. Destination, on each item.
  - b. Delivery Date: promised delivery time in days after receipt of order is to be column (4) or date if indicated.
- III In submitting this bid, I certify:
  - a. Items bid are in exact accordance with specifications, unless noted in bid.
  - b. That prices in this bid have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition.

<b>PRICING INFORMATION – Submit pricing based on a monthly fee for service provided.</b>	
<b>Description</b>	<b>Cost</b>
<b>Total Cost of Monthly Service – Winter-Spring-Fall Services (for 10 months)</b>	\$ _____ /month
<b>Total cost of Monthly Service – Summer Services (for 2 months)</b>	\$ _____ /month
<b>Submit a copy of your insurance coverage with your bid.</b>	<b>Required</b>
<b>MUST BE SUBMITTED WITH YOUR BID/PROPOSAL</b>	

**RESIDENT CERTIFICATION**

Chapter 2252 of the Texas Government Code “CONTRACTS WITH GOVERNMENTAL ENTITY, SUBCHAPTER A. NONRESIDENT BIDDERS”:

In accordance with Chapter 2252 of the Texas Government Code, 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 principle place of business is located.

**Although City Center Waco is not a governmental entity, it elects to follow these standards.**

- (1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means:
  - (A) a municipality, county, public school district, or special-purpose district or authority;
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: \_\_\_\_\_

Yes, I am a Texas Resident bidder, \_\_\_\_\_. No, I am not a \_\_\_\_\_ Resident bidder.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**MUST BE SUBMITTED WITH YOUR BID/PROPOSAL**

**MINORITY/WOMEN OWNED BUSINESS CERTIFICATION**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

**Although City Center Waco is not a part of the City of Waco or a governmental entity, it collects this information from businesses seeking to do business with City Center Waco in its role supporting the Public Improvement District.**

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, and Native Americans.

Certification: Bidder declares a minority and/or women owned business status:

\_\_\_ YES; \_\_\_ NO.

If yes, check one, or more, of the following blocks:

Woman \_\_\_; Asian \_\_\_; Black \_\_\_;

Hispanic \_\_\_; Native American \_\_\_

**MUST BE SUBMITTED WITH YOUR BID/PROPOSAL**

**Application For Local Preference Consideration**

Section 271.905 of the Texas Local Government Code  
“CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS”:

**If you DO NOT have your principal place of business located within the City of Waco city limits  
– STOP – do not fill out this form.**

In accordance with Section 271.905 of the Texas Local Government Code, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received from a bidder who is not a resident of the local government, the local government may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

**Although City Center Waco is not a governmental entity, it elects to follow these standards.**

**THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES NOT MEAN THAT CITY CENTER WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME.**

**BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.**

**If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:**

1. Complete this form; and
2. **Describe in writing, and attach supporting documentation**, the additional economic development opportunities for the City of Waco that will be created if you are awarded this contract. Include the number of City of Waco residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Waco if you are awarded this contract.

I certify that I am a local bidder.

COMPANY NAME: \_\_\_\_\_

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (DO NOT PUT P.O. MAILING ADDRESS):  
\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

This form is NOT required. Read item #2 above BEFORE deciding to fill out this form.

## BID AND PROPOSAL PROTEST PROCEDURE

1. Any actual or prospective bidder or proposer who believes they are injured as a result of a bid or proposal posted by City Center Waco may file a protest. Only written protests may be considered. A written protest includes a protest sent by email to City Center Waco.
2. The protest must be in writing and delivered City Center Waco. The protest may be delivered in person to the offices located at **801 Elm Avenue, Waco, Texas**, or by certified mail, return receipt requested, to the following address:

**City Center Waco  
801 Elm Avenue,  
Waco, Texas 76704**

3. City Center Waco must receive the written protest within five (5) business days from the date of receipt of notification of staff's bid award recommendation being submitted to the Public Improvement District #1 Advisory Board for award.
4. The written protest must include the following information before it may be considered:
  - (a) name, mailing address, and business phone number of the protesting party;
  - (b) identification of the bid or proposal being protested;
  - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest;  
and
  - (d) any documentation or other evidence supporting the protest.
5. City Center Waco will attempt to resolve the protest, including, at the purchasing services director's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided.
6. If City Center Waco is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the Public Improvement District #1 Advisory Board (Board.)
7. A request for Board's review must be in writing and received by City Center Waco within three (3) business days from the date City Center Waco informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to City Center Waco at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
8. If a protesting party fails or refuses to request a review by the Board within the three (3) days, the protest is deemed finalized and no further review by City Center Waco is required.
9. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the purchasing services department before review by the Board. If the protesting party requests a review by the Board, such documentation will be forwarded to the Board or



Organization Leadership and Planning Committee (Committee) for consideration. The Board or Committee may likewise notify the protesting party or any city department to provide additional information.

The decision reached by the Board or Committee will be final, but the protesting party may still appear before the Board or Waco City Council during the hearing of visitors session.

## **DRUG-FREE WORK PLACE ACT CERTIFICATION**

1. The contractor certifies that it will provide a drug-free work place by:
  - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor's work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the work place;
    - (2) the contractor's policy of maintaining a drug-free work place;
    - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
  - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
  - (e) Notifying City Center Waco within ten (10) days after receiving notice under sub-paragraph (d) (2), from an employee or otherwise receiving actual notice of such conviction.
  - (f) Taking one of the following actions, within thirty (30) days of receiving notice under sub-paragraph (d) (2), with respect to any employee so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, law enforcement, or other appropriate agency.
  - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The contractor's headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print or Type Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MUST BE SUBMITTED WITH YOUR BID/PROPOSAL**

## **INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE**

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

**Although City Center Waco is not the City, the Public Improvement District #1 is within the authority of the City, so vendors must disclose any conflicts of interest as though the contract were with the City. Please proceed with completion of the conflicts of interest questionnaire.**

### **What vendors/persons are subject to Chapter 176?**

- The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with City Center Waco acting as/for PID1.
- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
  - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

### **What triggers the requirement to file a “conflict of interest questionnaire”?**

When a person begins (1) contract discussions or negotiations with City Center Waco acting as/for the PID1 or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or City Center Waco initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted

### **To what type of contracts does the bill apply?**

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

### **When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment

relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

### **What has to be revealed?**

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

### **How do I go about filling out the Conflict of Interest Questionnaire form?**

Each number below corresponds with the number on FORM CIQ 2:

1. Fill in the full name of the person who is trying to do business with the PID. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council or City Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.  
If there is more than one local government officer (City Council or City Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

**<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

**CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor or other person doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

Date Received

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1. Name of person doing business with local governmental entity.****RFB / RFP / Contract #**

2.  **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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
**Name of Officer**

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

 Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

 Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

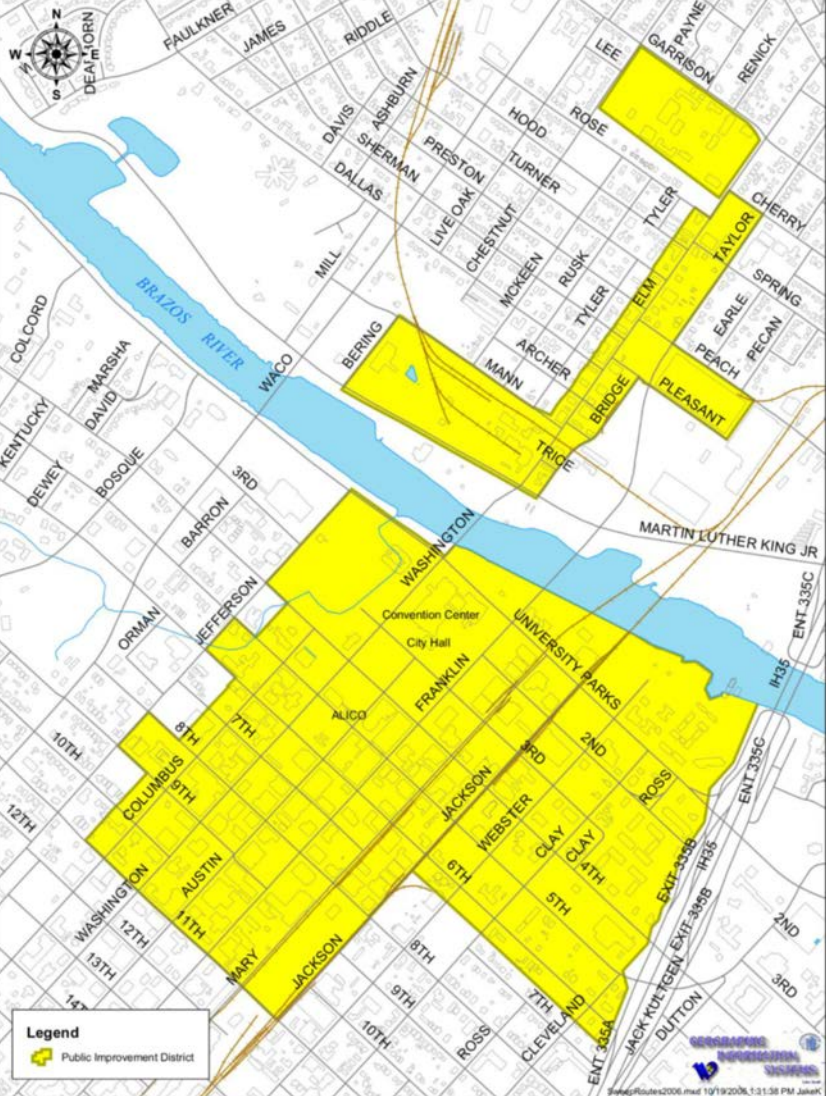
 Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

\_\_\_\_\_  
**Signature of person doing business with governmental entity**

\_\_\_\_\_  
**Date Signed**



**Legend**

 Public Improvement District

