



REQUEST FOR PROPOSAL
RFP 22-18
for
RENOVATIONS
OF GREENS AT
THE L.E.
RAMEY GOLF
COURSE

Issued by:
City of Kingsville
400 W. King Ave
Kingsville, TX 78363

Sealed Request for Proposals (RFP) addressed to Charlie Sosa Purchasing Manager City of Kingsville will be received on **Tuesday, September 27, 2022** until **2:00 p.m.**, at the City of Kingsville City Hall (1st Floor) located at 400 W. King Avenue, Kingsville, TX. RFP's must be in the City of Kingsville's possession on or before the aforementioned date and time (no late submissions will be accepted).

RESURFACING OF GREENS AT L.E. RAMEY GOLF COURSE

RFP's received past the aforementioned deadline will not be considered. The City will evaluate RFP's and make a selection based on the firm's technical ability, experience, and ability to perform the work. The City will not provide compensation or defray any costs incurred by any firm related to the response to this request. The City reserves the right to negotiate with any and all persons or companies. The City also reserves the right to reject any or all RFP's, or to accept any deemed most advantageous, or to waive any irregularities or informalities in the RFP's received, and to revise the process schedule as circumstances arise.

A non-mandatory Pre-Submittal Conference will be held **Tuesday, September 20, 2022** at **2:30 p.m.** at the Kingsville City Hall (400 W. King Avenue) in the 1st Floor Community Room. All prospective respondents are encouraged to attend.

Submittals must be clearly marked: **RFP 22-18 Renovations Greens at L.E. Ramey Golf Course**

Submitted to: Charlie Sosa
Purchasing Manager
City of Kingsville
400 W. King Avenue
Kingsville, TX 78363

**CITY OF KINGSVILLE
INSTRUCTIONS TO RESPONDENTS**

I. DEVIATION FROM SPECIFICATION/REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of the RFP. If no exceptions are noted, and you are the successful respondent, the City of Kingsville will require that the service(s) be provided as specified.

II. PURPOSE

The purpose of these specifications/requirements and RFP documents are to award a Service Agreement for:

**Renovations of Greens at L.E. Ramey Golf Course
RFP# 22-18**

III. INTENT

The services to be provided under the RFP/Proposals shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Request for Proposals (RFP). There is no intention to disqualify any respondent who can meet the requirements.

IV. SUBMITTAL OF RFP

RFP shall be submitted in a sealed envelope as referenced on the attached solicitation. One (1) signed original marked "**ORIGINAL**", **three (3)** complete sets marked "**COPY 1**", "**COPY 2**", etc. RFP **WILL** be accepted in person or by United States Mail. RFP **WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. RFP may be withdrawn prior to the above scheduled time set for closing. Alterations made before RFP closing must be initiated by respondents guaranteeing authenticity. Submittal of a response to this RFP constitutes an offer by the respondent. Once submitted, the RFP becomes the property of the City of Kingsville and as such the City reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent. RFP which do not comply with these requirements may be rejected at the option of the City. RFP must be filed with the City of Kingsville before the deadline day and hour. No late RFP will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualifying a proposal.

Address Delivery: Charlie Sosa
Purchasing Manager
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

V. ASSIGNMENT

Respondents are advised that the City of Kingsville shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the Purchasing Manager of the City of Kingsville.

VI. PREPARATION OF RFP

Responses **MUST** give full firm name and address of respondent and be manually signed. Failure to do so will disqualify your submittal. The person signing the response must show title or **AUTHORITY TO BIND FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the submittal. A corporation shall execute the submittal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and business addresses of all partners. All partners shall execute the submittal. Partnership and Individual Respondent/Bidder shall state in the submittal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent/ bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this submittal will be at the sole expense of the respondent.

VII. TIME ALLOWED FOR ACTION TAKEN

The City of Kingsville may hold RFP responses 120 days after submittal deadline without taking action. Respondents are required to hold their proposals firm for same period of time.

VIII. RIGHT TO REJECT/ AWARD

The City of Kingsville reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best value and most advantageous to the City of Kingsville.

IX. AWARD

Award shall be made to the respondent whose proposal, in the opinion of the City of Kingsville, is the most advantageous to the City and can provide the best service and value for the City.

X. ALTERATIONS/AMENDMENTS TO RFP

Request for Proposals **CANNOT** be altered or amended after the opening deadline. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Kingsville.

XI. LIST OF EXCEPTIONS

The respondent shall attach to the RFP a list of any exceptions to the specifications/requirements, on a point-by-point basis.

XII. INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this solicitation for Request for Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this solicitation for Request for Proposals, shall be furnished in writing to all prospective respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Kingsville in accordance with paragraph entitled “**Addenda and Modifications**”.

XIII. SYNONYM

Where in this proposal, RFP for SERVICES is used; its meaning shall refer to:

**Renovation of Greens at the L.E. Ramey Golf Course
RFP# 22-18**

A. Background

The City of Kingsville, Texas serves a population of approximately 26,312, including many young families and residents with active life styles. The City has a great desire to provide quality a golf course and recreation programs to its residents.

Additionally, the City’s Golf Course strives to achieve the following goals:

- Provide a diverse and evenly distributed blend of greens, recreation, and sand box areas to accommodate the current and future needs of Kingsville residents.
- Encourage the conservation of natural resources through the acquisition of golf course and recreation areas, preservation of open space, and environmentally sensitive planning.
- Encourage and promote a variety of recreational opportunities including golf tournaments, community activities and special events to enhance recreation and education opportunities for residents and tourists.

In line with the above-listed goals, the City seeks the installation of renovation of greens at the L.E. Ramey Golf Course.

PART 1 GENERAL 1.1

XIV. ANTICIPATED TERM OF CONTRACT

The anticipated term for the proposed contract is 90 days after execution.

XV. EVALUATION PROCESS

After the RFP receipt deadline, an evaluation committee will review all submissions utilizing the evaluation criteria noted below.

XVI. EVALUATION CRITERIA

The following criteria and weight factors will generally be used to evaluate the RFP:

- Experience in providing services to the City of Kingsville or any other government entity and success ratio in performing this service. Include a list of work previously completed for the City. (0- 10 points)
- Capability to perform all of the services required by this RFP, including personnel availability and current

- workload. (0-30 points)
- Key personnel professional background, certifications, and experience in providing the requested services. (0-30 points)
- Respondents past performance will be taken into consideration in the evaluation of the RFP submittal. (0-10 points)
- Cost will be considered in the initial ranking of offers and should include information concerning the offeror's requested fees and prices for fulfilling the RFP general conditions. (0-10 points)

XVII. SELECTION PROCESS

Based on the Evaluation Committee review, several firms may be short-listed, for further consideration, and may be required to submit supplemental information and/or an interview or presentation. The City reserves the right to reject all submissions.

XVIII. ADDITIONAL REQUIRED INFORMATION

The following items must be included as part of the RFP submittal:

- I. Executive Summary**
 - List of local office(s) and resources
 - Overview of services proposed
- II. Description of Organization Personnel**
 - Specify the number of full-time employees
- III. References**
 - Provide at least three (3) references (entities) for which you have provided like services. These references should include the name of the contact person, address, phone number, and other information you consider pertinent to this RFP.

XIX. CONTRACT AWARD

The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

XX. RESPONSE DEADLINE

Responses to the RFP must be addressed to Charlie Sosa, Purchasing Manager, City of Kingsville, and received at 400 W. King Avenue, Kingsville, Texas 78363, by **2:00 PM on Tuesday, September 20, 2022**, for consideration. Please refer to section above ("Submittal of RFP") for specific submission requirements. RFP responses received after the published deadline will not be accepted or considered.

XXI. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this RFP must be submitted **in writing** no later than **2:00 p.m. on Tuesday, September 6, 2022**.

XXII. REQUEST FOR PROPOSALS PREPARATION COSTS

Issuance of this RFP does not commit the City of Kingsville, in any way, to pay any costs incurred in the preparation and submission of an RFP. All costs related to the preparation and submission of this RFP shall be borne by the respondent.

XXIII. EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

XXIV. ANTI-LOBBYING PROVISION

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the Kingsville City Commission or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of a similar RFP.

XXV. INDEMNIFICATION CLAUSE

THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAYS INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. THE RESPONDENT AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. IN ADDITION, THE RESPONDENT AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION RELATING TO, FOR, OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND THE RESPONDENT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED UPON REQUEST OF THE PURCHASING MANAGER AS A NECESSARY REQUIREMENT IN CONNECTION WITH THE FINAL ESTIMATE FOR PAYMENT IN WHICH SUCH PATENTED APPLIANCE, PRODUCTS OR PROCESSES ARE USED. RESPONDENT ALSO AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

XXVI. RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded Service Contract shall be employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

XXVII. HUB CERTIFICATION

State Certified HUB Vendor(s) are required to provide a copy of their certification, if they have not previously done so. Fax information to the Purchasing Department at 361-595-8035.

XXVIII. VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor.

XXIX. CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be confidential under Texas Law, or pursuant to a Court order.

XXX. RIGHT TO AUDIT

The City of Kingsville reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Kingsville, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Service Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of the overpayment shall be promptly reimbursed to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

XXXI. JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Kleberg County, Texas.

XXXII. VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Kleberg County, Texas.

XXXIII. CONFLICT OF INTEREST

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 must 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. This questionnaire must be filed, by law, with the City Secretary of the City of Kingsville not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

<https://www.ethics.state.tx.us/tec/1295-Info.htm> https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Additionally, Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Kingsville City Commission must be accompanied by a completed, executed, and notarized Certificate of Interested Parties, Form 1295. Form 1295 must be completed in accordance with TEC Rules (https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46) and Section 2252.908 of the Texas Government Code, as amended (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908>).

Vendor must include HB 1295 Form in this proposal submission.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

XXXIV. CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

XXXV. SUBSTITUTIONS/CANCELLATIONS OF QUALIFICATIONS

No substitutions or cancellations are permitted without written approval of City of Kingsville.

XXXVI. TIME ALLOWED FOR EXECUTION OF CONTRACT

Number of days required for the successful respondent to execute a contract for **RENOVATIONS OF GREENS AT L.E. RAMEY GOLF COURSE** after receiving notification of award of contract shall be ninety (90) days.

XXXVII. PERSONNEL

The successful respondent shall ensure that the work being performed in response to an executed agreement shall be performed by competent and qualified personnel. Such personnel must be licensed or certified within the State of Texas.

XXXVIII. INSURANCE REQUIREMENTS

The Certificate of insurance should be made to the City of Kingsville, P.O. Box 1458, Kingsville, TX 78364, and should reference the project number and name. The prime contractor shall ensure that any and all subcontractors and/or lower-tier subcontractors comply with the insurance requirements as depicted herein. Such coverage(s) shall be acquired and maintained, for the duration of the contract period.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of Kingsville and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

The City will accept the Acord Form 25 as the Certificate of Insurance only.

During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

- A. **Comprehensive Commercial General Liability:** The Contractor/Respondent/Selected Firm shall provide minimum limits of \$250,000 each occurrence, \$500,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Kingsville" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Kingsville shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

Business Automobile Liability:

- A. The Contractor/Respondent/Selected Firm shall maintain limits of no less than \$250,000 combined single limit per occurrence for bodily injury and property damage, and \$500,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Kingsville" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Kingsville shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

B. **Builder's Risk/Fire & Extended Coverage**

The Contractor shall insure the building or other work included in this contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

The policies shall be in the names of the City and the Contractor, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction or erection to the described property.

- C. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of Kingsville in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance

- D. **Professional Services - Insurance Provisions:** Errors & Omissions (Professional Liability): \$1,000,000 Each Claim Limit \$1,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual Agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual Agreement and for four (4) years following completion of the services provides under the contractual Agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.
- E. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of \$25,000.
- F. **Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

XXXVIII. PAYMENT & PERFORMANCE BONDS

The successful vendor/contractor shall have the ability to obtain both a Payment & Performance bond equal to 100% of the estimated fee, after the Preliminary Damage Assessment has been performed and before the Notice to Proceed (NTP) is issued, should the estimated services fee exceed \$50,000. Should the estimated services fee equal \$50,000 or less, the successful vendor/contractor has the option to enter into a single payment contract with the City of Kingsville in lieu of a Performance Bond. In the event that the total estimated services fee is \$25,000 or less, the successful vendor/contractor has the option to enter into a single payment contract with the City of Kingsville in lieu of Payment and Performance Bonds. The offeror shall provide a written statement identifying their current bonding capacity/capabilities.

XXXX. CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code 2270.002, the City must include a provision a written verification that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

Violation of this certification may result in action by the City.

**BASE PROPOSAL
CITY OF KINGSVILLE
SCOPE OF SERVICES FOR RENOVATIONS GREENS AT L.E. RAMEY GOLF
COURSE**

**SPECIFICATIONS FOR PREPARING 18 “ON COURSE” GREENS, 1 PRACTICE PUTTING GREEN
FOR PLANTING-SPRIGGING WITH SEASHORE PASPALUM PURE DYNASTY TURF GRASS.**

1. The Contractor shall prepare approximately 53,000 sq. ft. of greens at L.E. Ramey Course for sodding with the turf grass of the City’s choice.
2. The Contractor shall be required to produce a quality surface conducive to successful sodding, using all directions and recommendations available for the Construction of Greens as per USGA Specifications and those outlined herein. Where USGA Green Construction Specifications are in conflict with the Owners specifications, the Contractor shall report such conflicts to the Owner who shall then select the desired course of action.
3. Contractor will be responsible for sodding the turf grass required for this project; the City of Kingsville L.E. Ramey Golf Course.
4. Prior to starting the job, the Contractor and a representative for the City of City of Kingsville L.E. Ramey Golf Course shall together go green by green to clearly determine the boundaries for each green or green areas to be prepared for sodding.
5. With Owner’s assistance, the Contractor shall be required to mark and stake all green areas that will be prepared for sodding; turf disruptions or damage outside of the marked and staked areas will be repaired by the Contractor at no cost to the City of Kingsville L.E. Ramey Golf Course.
6. Contractor will repair at no cost to the City of Kingsville L.E. Ramey Golf Course any damage caused to the City of Kingsville L.E. Ramey Golf Course infrastructure (broken sprinkler heads, broken cart paths, etc.) during the course of this project. Contractor and L.E. Ramey Golf Course Maintenance staff will flag sprinklers before any work is done.
7. Bid shall include all costs associated with the Contractor’s mobilization, Staking and Layout for the project.
8. The Contractor will be required to work closely with the City of Kingsville L.E. Ramey Golf Course and the Sodding Contractor of the City’s choice to coordinate the date and the time greens will be ready for sodding.
9. Contractor will be responsible for chemically “killing” the existing Zoysia turf grass currently planted on the City of Kingsville L.E. Ramey Golf Course greens.
10. The Contractor will be required to strip and remove the “killed” Zoysia Turfgrass material from all greens and dispose of it “on site” as approved by owner.
11. The Contractor will be required to also remove enough subsurface soil material (sand) and make room for 1” (one inch) of new sand (new sand will be provided by Contractor) Contractor shall dispose of all subsurface material “on site” as approved by Owner.
12. After stripping and removing the “killed” turf grass and allowing for the addition of 1” (one inch) of new sand, the Contractor will be required to use a tractor mounted, PTO driven tiller to roto-till the top 6” (six inches) of the greens subsurface soil material.
13. Contractor will supply Golf Course with 375 tons of USGA Specification Construction sand; the Contractor will be required to spread and install it as necessary to add approximately 1” (one inch) of sand material to each green.

14. The Contractor will then be required to once again use a tractor mounted, PTO driven tiller to roto-till the top 6" (6 inches) of subsurface soil material and ensure the new 1" (one inch) is properly mixed with the existing and previously tilled subsurface soil material.
15. After tilling subsurface material, a second time, the Contractor will be required to float and shape all greens to their original contouring; the Contractor will also be required to produce sufficient surface compaction to avoid future settlement. Water assisted compaction methods are highly recommended.
16. Contractor is required to prepare ALL greens for sodding by the Sodding Contractor; **please note the City of Kingsville L.E. Ramey Golf Course Owner's Representative and the Sodding Contractor must approve this final part of the job.**
17. The Contractor will be required to coordinate and work close with the Sodding Contractor of the Owners Representative to ensure this project is carried out in such way that when completed (after sod is grown in), the new grass surface properly ties in to the green's surround and does not cause any deficiencies in surface drainage.
18. During this project, City of Kingsville L.E. Ramey Golf Course will remain "open" for business and will operate with temporary greens.
19. This bid shall include the time and coordination required to keep City of Kingsville L.E. Ramey Golf Course "open" and in operation using temporary greens during the project,
20. The project shall progress one golf hole at a time or as agreed upon by City of Kingsville L.E. Ramey Golf Course and the Contractor.
21. The Green's Renovation Process requires the Contractor to provide all tools, materials and labor necessary to prepare the greens for sodding.
22. The Contractor will be allowed to work every day while on site and shall coordinate all construction traffic and routing with the Owners representative.
23. This project will **NOT** be considered complete without the field inspection by the Owners representative.
24. The Contractor is required to assist the Owners representative in reviewing and confirming that all greens were prepared for sodding in accordance with the specifications outlined herein.
25. The Contractor shall make a final cleanup of all areas affected by the project before final acceptance. This cleanup shall include removal of all construction materials and equipment and to leave the site clean and ready for the sodding phase of the project.
26. The Contractor shall be required to specify an estimated time for project completion.
27. **EXPERINCE:** The Contractor is required to have performed a minimum of five (5) complete projects like this one on golf courses in the USA within the last five (5) years. Contractor shall provide list of locations, dates, contact names and phone numbers with proposal.
28. **WARRANTY:** The Contractor must state in his proposal the warranty provisions he is willing to extend with this proposal.
29. **WARRANTY SERVICE CALLS:** The Contractor must state in his proposal the provisions for Warranty Service Calls he is willing to extend with this proposal, including response time for said calls; note that if needed, all warranty service calls shall be performed by Contractor's trained and approved personnel.
30. Owner requires total compliance with ALL Minimum Requirements mentioned herein.

DATE

SIGNATURE

PRINT/TYPE NAME

TITLE

LEGAL COMPANY NAME

**CITY OF KINGSVILLE BID FORM FOR
RESURFACING OF GREENS AT L.E. RAMEY GOLF COURSE**

PROJECT NO. RFP 22-18

BID OPENING DATE: SEPTEMBER 20, 2022 at 2:00 p.m.

I/We submit the following proposal in IN PAPER for a Contract for Renovation of greens at L.E. Ramey Golf Course in accordance with the City of Kingsville Instructions to RFP 22-18, Specifications, agreement and bid form less tax.

Price quoted for services rendered F.O.B., City of Kingsville, Kingsville, Texas. Service Delivery shall be on an "as-needed" basis.

The City may consider non-responsive any proposal not prepared and submitted in accordance with the provisions herein and may waive any formalities and/or technicalities or reject any and all proposals.

<i>Item No.</i>	Internal Ref. Number	Type	Description	QTY	UOM
1	RFP 22-18	BASE	LUMP SUM: SCOPE OF WORK AS NOTED FOR RENOVATION OF GREENS AT L.E. RAMEY GOLF COURSE.	1	LS

Number of calendar days to complete contract_____.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Scope of Work.

Company hereby agrees to commence work under this contract within 10 days after notice to PROCEED is issued and complete the work within_____calendar days.

Receipt is acknowledged of the following addenda:

No. _____ Dated _____ No. _____ Dated _____

Company agrees that the Owner has the right to accept or reject any or reject any or all bids and to waive any or all formalities.

DATE: _____

Respectfully submitted this the _____ day of _____ 2022.

SIGNATURE:

TYPE/PRINT NAME:

TITLE:

LEGAL COMPANY NAME:

ADDRESS:

(Street)

(City, State, Zip Code)

TELEPHONE NO.

FAX NO.

E-MAIL:

XXXXI. CONTRACT

Successful Bidder shall be required to execute a Service Agreement with the City, attached hereto as Exhibit "A".

Exhibit "A"

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between the City of Kingsville, Texas, a Municipal Government in Kleberg County, Texas, hereinafter called the "City of Kingsville" and _____ hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on the _____ day of _____, 2022, submit a Proposal to provide renovation of greens at the City of Kingsville [L.E. RAMEY Golf Course] and to perform such work as may be incidental thereto.

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor shall furnish all personnel, labor, equipment, and all other items necessary to provide the renovation of greens as specified and to perform all of the work called for and described in the Contract Documents in areas designated by the City of Kingsville.
2. The Contract shall consist of the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement.
 1. Notice to RFP 22-18
 2. The Instructions to RFP 22-18/Contractors
 3. Proposal Form
 4. Scope of Services
 5. The Agreement
 6. Any addenda or changes to the foregoing documents agreed to by the parties hereto subsequent to the execution of the Contract.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of both parties, which consent shall not be unreasonably withheld.

No amendment shall be construed to release either party from any obligation of the contract except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:
1. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Solicitation documents.
 2. The successful Contractor shall be considered in default of contract if contacted in written form, by the City of Kingsville and then he/she withdraws/refuses to render services as outlined under the terms and conditions of this contract. Upon his/her failure and/or refusal to respond/perform the services as called for a penalty fee of \$30,000 shall be assessed to include any additional fees/expenses incurred directly and/or indirectly by the City of Kingsville in contracting, contacting, coordinating, activating any additional contractors, The penalty fee shall be incurred, by the defaulting contractor, as liquidated damages and shall be paid by the defaulting Contractor within thirty (30) days of presentment of a bill.
 3. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar contingency beyond the reasonable control of the Contractor.
 4. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, such unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, _____ as of this day of 2022.

CITY OF KINGSVILLE, TEXAS

A Municipal Government in Kleberg County, Texas

By: _____
 Company Name (Type/Print) Mark McLaughlin: City Manager

 Contractor Signature

 ATTEST:

 Contractor Name (Type/Print)

REFERENCES

Reference No. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Email address: _____

Phone: _____

Reference No. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Email address: _____

Phone: _____

Reference No. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Email address: _____

Phone: _____

Reference No. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Email address: _____

Phone: _____

Reference No. 5

Name: _____

Firm: _____

Title: _____

Address: _____

Email address: _____

Phone: _____

THE CITY OF KINGSVILLE RESERVES THE RIGHT TO REFUSE AND REJECT ANY OR ALL RFP AND TO WAIVE ANY OR ALL FORMALITIES OR TECHNICALITIES, AND TO MAKE SUCH AWARDS OF CONTRACT AS MAY BE DEEMED TO BE THE BEST VALUE AND MOST ADVANTAGEOUS TO THE CITY OF KINGSVILLE.