

EXHIBIT**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF PROFESSIONAL TURF MANAGEMENT SERVICES
WITH
RYAN SANDERS SPORTS SERVICES**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for professional turf management services at the Old Settlers Park Multi-Purpose Fields Complex (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of January, 2017 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and RYAN SANDERS SPORTS SERVICES, whose offices are located at 3400 East Palm Valley Boulevard, Round Rock, Texas 7866 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase professional turf management services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Services Provider; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 17-001, Class/Item: 988-36 dated November 2016 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or

amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue as provided herein.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of

these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items on page sixteen (16) (Attachment A: Bid Form) of Exhibit "A" are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 17-001, Class/Item: 988-36 dated November 2016). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached Exhibit "A" within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

In consideration for the grounds maintenance services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in page sixteen (16) and ("Attachment A: Bid Form") of the attached Exhibit "A."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all insurance requirements set forth by the City in the attached Exhibit "A" and on the City's website at: <http://www.roundrocktexas.gov/bids>

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Brian Stillman
Sports Facilities and Operations Manager
City of Round Rock
221 East Main Street
Round Rock, Texas 78664
512-218-6607
bstillman@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Ryan Sanders Sports Services
3400 East Palm Valley Boulevard
Round Rock, Texas 78664

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual

agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Ryan Sanders Sports Services

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Attest:

By: _____

Sara L. White, City Clerk

For City, Approved as to Form:

By: _____

Stephan L. Sheets, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID

Professional Turf Management Services

SOLICITATION NO. 17-001

November 2016

Exhibit "A"

**CITY OF ROUND ROCK
INVITATION FOR BID
Professional Turf Management Services**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks formal written bids from firms experienced in providing professional turf management services for the overall maintenance, mowing, and upkeep for a total five (5) natural grass multi-purpose athletic fields.
2. **BACKGROUND:** The Round Rock Multipurpose Complex, slated to open in the spring of 2017, will be operated as a championship level sports facility under the management of the City's Sports Management and Tourism department. The maintenance and upkeep of the facility will be a paramount need at the facility, as it strives to attract regional and national tournaments and events to Round Rock. The collegiate to professional level of maintenance and care, summarized below, for the five natural grass fields will be the biggest component of what sets our facility apart from other venues.
3. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
 - 3.1 **Attachment A:** Bid Sheet
 - 3.2 **Attachment B:** Reference Sheet
 - 3.3 **Attachment C:** Addendum Acknowledgment Form
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM
Purchaser
Purchasing Division
City of Round Rock
E-mail: mschurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.
5. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Bidders who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing professional turf management services for the overall maintenance, mowing, and upkeep of natural grass multi-purpose fields, as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 5.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;

Exhibit "A"

- 5.3. To better ensure expected grade of performance, the successful contractor will be able demonstrate a minimum of five (5) years' experience in performing the proposed scope of work previously or currently at the competitive collegiate and professional sports level, including a minimum of two NCAA or professional soccer facilities or stadiums.
- 5.4. Contractor must have Texas Commercial Pesticide Applicator License and provide an affidavit of performance to the above experience requirement.
- 5.5. Contractor must be able to demonstrate equivalent knowledge in horticulture and agronomy, including soil sampling and related sciences, have experience in resolving aggressive plant-related diseases, cross-pollination and other growth impediments, as well as provide evidence of large-scale athletic event preparation; experience with high-traffic properties is a plus.
- 5.6. Commitment to contract requires contractor-provided equipment be dedicated to the property, to include a 5- or 7- gang professional grade Reel Mower to maximize effectiveness and consistent finishing results in mowing program and sufficient equipment to allow Deep Tine Aerification unit to pull a minimum 7" Cores, as needed.
- 5.7. City aspires to contract with turn-key provider and the successful contractor will have demonstrated its ability to resource or outsource extended cultural practice services, including reliable and consistent sod sourcing, and have a strong network of material and equipment providers as needed.
- 5.8. Be domiciled in or have a home office inside the United States. Bidders domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
6. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing professional turf management services for the overall maintenance, mowing, and upkeep of natural grass multi-purpose athletic fields.
7. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
8. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - 8.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 8.2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 8.3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Bidders' obligations under this paragraph.
9. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. Other than those items listed as 'Optional / One Time Charges', no separate line item charges shall be permitted for either response or invoice purposes.

Exhibit "A"

- 10. PRICE INCREASE:** Contract prices for providing professional turf management services for the overall maintenance, mowing, and upkeep of natural grass multi-purpose athletic fields shall remain firm throughout the initial thirty-six (36) month term of the contract. A price increase to the agreement may be considered at the contract renewal period. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
- 11. AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following
- 11.1 Term:** This agreement shall be effective as of the Effective Date, but the initial term (the "Initial Term") for performance of the Professional Turf Management Services under this Agreement shall begin on February 1, 2017 (the "Commencement Date") and unless sooner terminated as provided herein, shall terminate on the third (3rd) anniversary of the Commencement Date (the "Termination Date").
- 11.2 Automatic Renewal:** At the end of the second year of the Initial Term, and at the end of each year thereafter, unless either party shall have given written notice of termination to the party prior to the end of the then year, the term shall automatically renew such that the balance of the term remains one (1) year.
- 11.3 Termination Notice:** At any time after the end of the Initial Term, either party shall have the option to terminate the Agreement for any and no reason by giving the other party one (1) year written notice of its option to terminate. Receipt by either party of the aforesaid written notice shall service to terminate the automatic renewal provision.
- 11.4.** The City reserves the right to review the awarded Bidders' performance anytime during the contract term.
- 11.5.** If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.

Exhibit "A"

PART II
SPECIFICATIONS

1. **SCOPE:** The City of Round Rock is seeking to contract with a turn-key professional turf management company for the overall maintenance, mowing, and upkeep of our five natural grass fields at the complex. Required standard of turf management will be on par with competitive collegiate or professional sports venues within the state of Texas. Contractor will supply all labor, materials (except as noted) and equipment per the specified scope of services listed below.

Services shall be performed at:

**City of Round Rock – Multipurpose Field Complex
2001 Kenney Fort Blvd
Round Rock, TX 78665**

Scope of Services

Mowing: Required for all fields. Mowing schedule will be adjusted as necessary and shall occur at a minimum three (3) times per week, weather permitting. Lawn height may vary depending on the time of year but must meet expectations for play; height: five-eighths to seven-eighths (5/8 to 7/8) inches and mowed with a reel mower. Catching of clippings following each mowing on all fields.

Fertilization: Required for all fields. Contractor will provide Owner with a fertilization schedule to include, but not limited to, how need will be accessed, frequency of fertilization and frequency of soil testing. Contractor will modify schedule in accordance with soil testing results and Owner fertilization needs as necessary. Minimum 1 application per month. Minimum 2 applications per month during “growing season”.

Aeration: Required for all fields. Three (3) times per year, one (1) solid core aeration and one (1) hollow core aeration, of which one (1) aeration will be deep tine and cores will be at least six (6) inches in depth. Cores will be swept and removed from surface. Vacuuming of cores during all core-aerations.

Top dressing: Required for all fields. Three (3) times per year immediately following aeration. Sand is to be USGA grade. In the event rocks or other foreign material is mixed with the sand, Contractor will make every attempt to remove the foreign material to ensure safety of the users of the field.

Verti-cutting: Required for all fields. Two (2) times per year. Clippings will be swept up and removed from surface.

Insect/Weed Control: Required for all fields. Pre-emergent insect/weed control will be applied at times deemed necessary. Post-emergent insect/weed control will be applied on an as needed basis. Annual application for control of fire ants and mole crickets. Other insect control as necessary. Weed eating and edging around the concrete ribbon of each field will be done weekly.

Over Seeding: Required for all fields. A three way blend of perennial rye at a 10 lb. per 1000 square foot rate or 8 lb. per 1000 square foot rate, as indicated below, will be applied on or about October 15 of each calendar year weather permitting. A light top-dressing application shall be applied with seed to ensure seed-soil contact. High traffic areas may require additional over seeding and Contractor will apply over seeding to these high traffic areas as necessary.

Rolling: Two (2) times per year with a 3 to 5 ton roller.

Exhibit "A"

Watering and irrigation maintenance: Set and monitored weekly for any necessary adjustments to watering schedule. Repairs will be made when necessary and regular maintenance of the irrigation systems will be performed (i.e. valve boxes kept visible and clean, sprinkler heads adjusted properly, programs monitored and adjusted as necessary, etc.). Any wear and tear that requires repairs to the irrigation system will be performed (i.e. minor leaks, broken sprinkler heads, etc.). Any damages done by an entity other than Contractor will be treated as billable. Any renovations will be treated as billable. Irrigation methods shall include infrequent, deep watering tact sodding of areas will be deemed billable.

Soil compaction tests: Monthly soil compaction tests to ensure soil meets standards of Owner and to determine any additional aeration needs

Standard Cultural Practice Timeline:

- January: General mowing practices. Continue fertilization program.
- February: General mowing practices. Apply pre-emergent/post emergent foliar application (specifically targeting both grass and broad leaf weeds). Continue fertilization program. Insecticide application.
- March: Aerify with solid tines. General mowing practices. Continue fertilization program.
- April: Verti-cut two directions. General mowing practices. Continue fertilization program.
- May: General mowing practices. Continue fertilization program.
- June: Aerify (deep tine). Sweep and remove cores from turf. Top dress with USGA sand. General mowing practices. Continue fertilization program. Pre-emergent application specifically targeting goose and crab grass. General mowing practices.
- July: Verti-cut two directions. General mowing practices. Continue fertilization program. Deep Tine Aerify. Top dress with USGA Sand.
- August: Apply foliar herbicide. Aerify with hollow tines. Sweep and remove cores from turf. Top dress with USGA sand. Continue fertilization program. General mowing practices.
- September: General mowing practices. Continue fertilization program. Scalp turf down and prep for over-seed application.
- October: General mowing practices. Continue fertilization program. Over-seed with Perennial Rye.
- November: General mowing practices. Continue fertilization program.
- December: General mowing practices. Continue fertilization program.

2. OPTIONAL ITEMS MENU:

* Prices to be pre-set for an 'as-requested by owner' individual service fee

* Work would be priced and performed IN ADDITION TO monthly/annual scope of services listed above

- Dew removal or "whipping" of fields prior to each morning game
- "Spiking" in all over-seed with a solid-tine aerator or seeder with 1/4" diameter tine on 2" spacing
- Solid-tine aerations performed monthly on in-season fields and bi-weekly on high traffic areas of fields (primarily through the center of the fields)
- Bi-monthly light to moderate top dressings
- Re-sodding of worn areas

Exhibit "A"

3. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

a. Respondent's point of contact: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

b. The City's designated representative shall be:

Brian Stillman
Sports Facilities & Operations Manager
Sports Management & Tourism Department

4. WORKFORCE: Successful Respondent shall:

- a. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- b. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- c. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

5. PERMITS: The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

Exhibit "A"

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
IFB Solicitation Released	November 9, 2016
Pre-Bid Meeting & Site Inspection	November 16, 2016 @ 10:00 AM, CST
Deadline for Submission of Questions	November 18, 2016 @ 5:00 PM, CST
City Response to Questions	November 23, 2016 @ 5:00 PM, CST
Deadline for Submission of IFB	November 30, 2016 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.roundrocktexas.gov/bids>.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Bidders shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **PRE-BID MEETING AND SITE VISIT:** A pre-bid site inspection will be conducted to fully acquaint prospective bidders with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting / site visit will be conducted on the date specified in the schedule of events (Part III, Section 1).
- 3.1 Attendance at the pre-bid meeting and site inspection is not mandatory. Bidders shall sign-in at the pre-solicitation meeting to document their attendance. Immediately following the pre-solicitation meeting a site visit tour will be conducted to enable Bidders to determine labor, equipment, supplies and materials necessary to perform the services specified herein. Bidders shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-solicitation meeting and site visit tour which shall initially begin at:
- City of Round Rock – Multipurpose Field Complex
2001 Kenney Fort Blvd
Round Rock, TX 78665**
- 3.2. Bidders will initially check in at the Joeris construction trailer at the entrance to the job site.
- 3.3. Bidders are strongly encouraged to bring a copy of the solicitation document with them to the pre-solicitation meeting / site visit.
- 3.4. It is the responsibility of the bidder to examine each field and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.

Exhibit "A"

4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Mike Schurwon, CPPB, CTPM
City Hall Receptionist Desk, 1st Floor
221 E. Main Street
Round Rock, Texas 78664-5299**

- 4.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
 - 4.2 Facsimile or electronically transmitted responses are not acceptable.
 - 4.3 Responses cannot be altered or amended after opening.
 - 4.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - 4.6 Samples and/or copies shall be provided at the Bidder's expense, and shall become the property of the City.
5. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 5.1 Purchase price;
 - 5.2 Reputation of Respondent and of Respondent's goods and services;
 - 5.3 Quality of the Respondent's goods and services;
 - 5.4 The extent to which the goods and services meet the City's needs;
 - 5.5 Respondent's past performance with the City;
 - 5.6 The total long-term cost to the City to acquire the Respondent's goods or services;
 - 5.7 Any relevant criteria specifically listed in the solicitation.

Bidders may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

6. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 7.2 Provide City contact(s) information for implementation of agreement.
 - 7.3 Identify specific milestones, goals and strategies to meet objectives.

Exhibit "A"

8. **NON-APPROPRIATION**: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK)**: Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Exhibit "A"

PART IV
RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Bidders in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and three (3) hard copies of the bid response requirements including any required attachments including one (1) electronic copy of the IFB response including any attachments on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Bidders are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment C: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

Additional Information Requested:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

Exhibit "A"

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT**: All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

Exhibit "A"

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

Exhibit "A"

SOLICITATION INSTRUCTIONS
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF SOLICITATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. SOLICITATION REQUIREMENTS:

- 1.1 Responding requires pricing per unit shown and extensions. If trade discount is shown on solicitation, it should be deducted and net line extensions shown. Respondents guarantees product offered will meet or exceed specifications identified in this Invitation for Bid (IFB).
- 1.2 Solicitations shall be submitted on Solicitation Sheet. Each response shall be placed in a separate envelope completely and properly identified. Responses must be in the Purchasing Department before the hour and date specified on the solicitation.
- 1.3 Late responses properly identified will be returned to respondent unopened. Late responses will not be considered.
- 1.4 Respond F.O.B. destination, freight, prepaid, & allowed unless otherwise specified on the solicitation. If otherwise, show exact cost to deliver.
- 1.5 Response shall show unit price on quantity and unit of measure specified, extension and show total. In case of errors in extension, unit prices shall govern. Responses subject to unlimited price increase will not be considered.
- 1.6 Submitted prices shall be firm for acceptance 30 days from solicitation opening date. "Discount from List" responses are not acceptance unless requested. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- 1.7 Responses shall give Tax Identification Number, full name and address of respondent. Failure to sign will disqualify response. Person signing response shall show title and authority to bind signatories firm in an agreement. Firm name should appear on each page in the block provided in the upper right corner. Business Entity shall be one (1) of the following: Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Government, or Non-profit, all others shall be specified. **INDIVIDUAL:** List name and number as shown on Social Security Card. **SOLE PROPRIETORSHIP:** List legal name followed by legal business name and Social Security Number. **ALL OTHERS:** List legal name of entity and Tax Identification Number (TIN).
- 1.8 Responses cannot be altered or amended after opening time. Any Alterations made before opening time shall be initialed by respondent or an authorized agent. No response can be withdrawn after opening time without approval of the CITY based on a written acceptable reason.
- 1.9 The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in response.
- 1.10 The City reserves the right to accept or reject all or any part of response, waive minor technicalities and award the response to best serve the interests of the City. Split awards may be made at the sole discretion of the City.
- 1.11 Consistent and continued tie responses could cause rejection of responses by the City and/or investigation for antitrust violations.
- 1.12 Telephone, facsimile, and electronically transmitted responses are not acceptable in response to the solicitation.
- 1.13 **CAUTION:** Solicitation invitation allows sufficient time for receipt of the preferred mail response. The City shall not be responsible for responses received late, illegible, incomplete, or otherwise non-responsive.

2. SPECIFICATION:

- 2.1 Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised under the provisions of Section 252.022 of the Texas Local Government Code. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered are requested to be made a part of the response. If respondent takes no exceptions to specifications or reference data in response, respondent will be required to furnish brand names, numbers, etc., as specified in the solicitation.
- 2.2 All items on the solicitation shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the solicitation. Verbal agreements to the contrary will not be recognized.
- 2.3 Samples, when requested, must be furnished free of expense to the City. If not destroyed in examination, they will be returned to the respondent, on request, at respondent expense. Each example should be marked with respondents' name and address, City solicitation number and code. Do not enclose in or attach to response.
- 2.4 The City will not be bound by any oral statement or representation contrary to the written specifications of the solicitation.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

3. TIE RESPONSES: In case of tie responses, the award will be made in accordance with Section 271.901 of the Texas Local Government Code.

4. DELIVERY:

- 4.1 Response shall show number of days required to place material in City's designated location under normal conditions. Failure to state deliver time obligates respondent to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Vendor list. (See 4.2 following.)
- 4.2 If delay is foreseen, Vendor shall give written notice to the City. The City has the right to extend delivery date if reasons appear valid. Vendor shall keep the City advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
- 4.3 No substitutions or cancellations permitted without written approval of the City.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the City, unless otherwise specified in the solicitation.

5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the City to the extent practicable at all times and places. Authorized City personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests may be performed on samples submitted with the response or on samples taken from regular shipments. If the products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods, which have been delivered and rejected in whole or in part, may, at the City's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.

6. AWARD OF AGREEMENT: A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the solicitation. Responses do not become agreements or purchase orders unless and until they are accepted by the City through its designees and an agreement or a purchase order is issued. The agreement or purchase order shall be governed, construed, and interpreted under the Charter of the City and the laws of State of Texas. All agreements or purchase orders are subject to the approval of the City Council or Manager.

7. PAYMENT: Vendor shall submit three (3) copies of an invoice showing the agreement or purchase order number on all copies.

8. PATENTS AND COPYRIGHTS: The Respondent agrees to protect the City from claims involving infringements of patents or copyrights.

9. RESPONDENT ASSIGNMENTS: Respondent hereby assigns to the purchaser any and all claims for overcharges associated with this agreement, which arise under the antitrust laws of the State of Texas. TX, Bus. And Comm. Code Ann. Sec. 15.01, et seq. (1967).

Exhibit "A"

City of Round Rock
Professional Turf Management Services
IFB No. 17-001
Class/Item: 988-36
November 2016

10. **RESPONDENT AFFIRMATION:**

- 10.1 Signing the response with a false statement is a material breach of agreement and shall void the submitted response or any resulting agreements, and the Respondent shall be removed from all Vendor lists. By signature hereon affixed, the respondent hereby certifies that:
- 10.2 The respondent has not given, offered to give, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted response.
- 10.3 The respondent is not currently delinquent in the payment of any debt owed the City.
- 10.4 Neither the respondent nor the firm, corporation, partnership, or any entity represented by the respondent, or anyone acting for such firm, corporation, or entity has violated the antitrust laws of this State codified in Section 15.01 et. Seq. Texas Business and Commercial Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the response made to any competitor, or any other person engaged in such line of business.
- 10.5 The respondent has not received compensation for participation in the preparation of the specification for the solicitation.

11. **NOTE TO RESPONDENTS:** Any terms and conditions attached to response will not be considered unless the respondent specifically references them on the front of the response form. **WARNING:** Such terms and conditions may result in disqualification of the response (e.g. responses with the laws of a state other than Texas requirements for prepayment, Limitations on remedies, etc.) The City of Round Rock can only accept responses which contain all the terms and conditions of its formal solicitation; in particular, all respondents' affirmations and certifications must be included. Submission of responses on forms other than City's form may result in disqualification of your response.

12. **INQUIRIES:** Inquiries pertaining to Solicitation invitations must give Solicitation number, codes, and opening date.

Exhibit "A"

City of Round Rock
Professional Turf Management Services
IFB No. 17-001
Class/Item: 988-36
November 2016

ATTACHMENT A: BID FORM

221 E. Main Street, Round Rock, Texas 78664-5299

Solicitation Information	Solicitation Number:	17-001	Respondent Information	Tax ID Number:	<u>46-3932336</u>
	Solicitation Name:	Professional Turf Management Services		Business Name:	<u>Ryan Sanders Sports Services</u>
	Opening Date:	November 30, 2016		Address:	<u>3400 E Palm Valley Blvd</u>
	Opening Time:	On or Before 3:00 PM CST		Address:	<u>Round Rock, TX 78665</u>
	Opening Location:	City of Round Rock Purchasing Division 221 E. Main Street Round Rock, TX 78664		Contact:	<u>Garrett Reddehase</u>
				Telephone:	<u>512-238-2247</u>
				E-mail:	<u>GREDDHASE@RS3SPORTS.COM</u>

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>

Item #	Item Description	Quantity Estimated Annual	Unit of Measure	Unit Price	Extended Price
Professional Turf Management Services – Standard Monthly Billing					
1	Round Rock – Multipurpose Complex, five natural grass fields	36	Mo	13,393.75	160,725 annually
Professional Turf Management Services – Optional / One time charges on an "as requested" basis.					
2	Dew removal of "whipping" of fields prior to each morning game	1	Per Visit/ Field	\$75.00	\$75.00
3	"Spiking: in all over-see with a solid-tine aerator of seeder with 1/4" diameter tine on 2" spacing	1	Per Visit/ Field	\$750.00	\$750.00
4	Solid-tine aerations performed monthly on in-season fields and bi-weekly on high traffic areas of fields (primarily through the center of the fields)	1	Per Square Foot	\$.015	\$.015
5	Bi-monthly light to moderate dressings	1	Per Visit/ Field	\$400.00 w/material billable	\$400.00 w/material billable
6	Re-sodding of worn areas	1	Per Square Foot	\$1.50 sq ft Standard Cut \$2.50 sq ft Thick Cut	\$1.50 sq ft Standard Cut \$2.50 sq ft Thick Cut
				Delivery in <u>14</u> Days	


Acknowledgements	<p>By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:</p> <ul style="list-style-type: none"> That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. The respondent is not currently delinquent in the payment of any debt owed to the City. <p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p> <p>Response shall include one (1) signed original and one (3) copies of response.</p>	
	<p>George King III Printed Name</p>	<p> Authorized Signature</p>
		<p>November 18, 2016 Date</p>
	<p>Failure to sign response will disqualify response.</p>	

Exhibit "A"

**ATTACHMENT B:
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB No. 17-001 Class/Item: 988-36

RESPONDENT'S NAME: Ryan Sanders Sports Services **DATE:** November 18, 2016

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name Rice University
Name of Contact Ryan Bucher
Title of Contact Associate Athletics Director/Facilities & Events
E-Mail Address ryan.bucher@rice.edu
Present Address 6100 Main Street
City, State, Zip Code Houston, TX 77005
Telephone Number (713) 348-8752 Fax Number: (713) 348-6926

2. Company's Name Sam Houston State University
Name of Contact Bobby Williams
Title of Contact Athletic Director
E-Mail Address bwilliams@shsu.edu
Present Address PO Box 2268
City, State, Zip Code Huntsville, TX 77341
Telephone Number (936) 294-4205 Fax Number: ()

3. Company's Name University of Houston
Name of Contact Jeramiah Dickey
Title of Contact Duputy Athletics Director
E-Mail Address Jdickey@central.uh.edu
Present Address 4800 Calhoun Road
City, State, Zip Code Houston, TX 77004
Telephone Number (713) 743-9370 Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"

City of Round Rock
Professional Turf Management Services
IFB No. 17-001
Class/Item: 988-36
November 2016


**ATTACHMENT C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, Bidders may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____	Dated: _____
Addendum #: _____	Dated: _____
Addendum #: _____	Dated: _____
Addendum #: _____	Dated: _____
Addendum #: _____	Dated: _____

Respondent (Company): _____ Ryan Sanders Sports Services _____

Signature (in ink): _____  _____

Name (Typed/printed): _____ George King III _____

Title: _____ President _____ **Date:** _____ November 18, 2016 _____

Exhibit "A"

TABLE OF CONTENTS

OUR STORY	1
Ryan Sanders Baseball	1
Ryan Sanders Sports Services	1
OUR VALUES	2
Our Vision	2
Our Mission	2
Our Values	2
WE ARE RS3	3
OUR VENUES	7
STRATEGIC INNOVATION	9
People	9
Products & Resources	10
Plan	11

Exhibit "A"

OUR STORY



Ryan Sanders Baseball ("RSB")

Combining a 27-year Hall of Fame baseball career with over 50 years of savvy business experience and the roots of Ryan-Sanders Baseball are profoundly a natural for sports ownership and services. Today, the group is comprised of more than 30 minority shareholders, many of them former professional baseball players. Established by Nolan Ryan, Major League Baseball's all-time strikeout king, his son, Reid and Houston financier and businessman Don Sanders, who first ventured into securities in 1959, Ryan-Sanders baseball laid down its foundation in Round Rock when it introduced the Round Rock Express and Dell Diamond to Central Texas in time for the 2000 season.

With Reid Ryan serving as Ryan-Sanders Baseball's Founder and Chief Executive Officer, the Double-A Round Rock Express, then affiliates of the Houston Astros, broke the Texas League single-season attendance record right out of the chute, grabbing the league championship along the way. The legacy has grown year over year since. Dell Diamond, now home to the Triple-A affiliate of the Texas Rangers, has become a flagship for the very best in family-entertainment, down-home Texas-style guest attention, and a keeper of the ideals of Minor League Baseball's affordability and outstanding entertainment value. The ballpark and organization have been recognized at the highest level of the Game and continues to be a resource to companies around Texas and the United States as an example of outstanding guest services.

In, 2005 the vision expanded to include the Corpus Christi Hooks and Whataburger Field and today spans the State of Texas in several ventures, including in 2010 the Sports Turf division now under the umbrella of the newly formed sports services division.



Ryan Sanders Sports Services ("RS3")

The vision expanded in the fall of 2013 with the emergence of RS3, a wholly-owned subsidiary of RSB. RS3 folds-in programming and operational models for banquet and conferencing, retail and merchandising, award-winning grounds keeping and turf management, and a complete food and beverage service package to address every event-day need in any size venue. RS3 injects a resounding new perspective to the traditional industry of sports venue services – an operator's sensitivity to guest service and a difference-making attitude about quality and unexpected guest satisfaction.

Exhibit "A"



OUR VALUES

Our Vision – Performance Ready

Our vision is to combine quality performance sports fields with the legendary Ryan-Sanders brand of excellence to provide innovative and creative service to spectator sports venues across the industry.

Our Mission – A Pursuit of Excellence

Our mission is to provide every athlete the opportunity to play on a field that allows for a peak performance as well as a safe environment. We will focus on creating familiarity and intimacy befitting a community sports venue environment. We will cultivate a safe, fun, friendly and rewarding work culture that inspires dedication, motivates commitment to a team atmosphere, and fulfills a sense of purpose through personal growth and involvement. We will work with high energy and communicate expectations to serve our vision and instill responsible behavior and accountability. We will act with integrity, manage and produce with efficiency, deliver with pride, work with passion, create courageously, and never cease in learning. We will explore, pursue and capitalize on opportunities that result.

Our Values

Our recipe for success is deep-rooted in core values that have sustained the Ryan-Sanders brand as an industry-leader as club operators, progressive marketing innovators, and a reputation built on raising the bar in the way we conduct ourselves as a team and individuals:

- Deliver Unexpected Service **Operate +1**
- Embrace & Encourage Improvement and Change
- Create Fun!
- Be Bold, Courageous, Creative & Effective
- Pursue Growth through Learning
- Build Trust through Open Communication
- Promote Family Values & a Team Environment
- Do More with Less
- Actively Listen
- Practice Humility
- Actively Participate in the Local Community

Exhibit "A"

WE ARE RS3



Reese Ryan
Chief Executive Officer
Ryan Sanders Baseball

Reese serves as CEO of Ryan Sanders Baseball, parent company of RS3 and the ownership group for the Texas Rangers AAA affiliate, the Round Rock Express. Active in his alumni association, Ryan is a 1999 graduate of Texas Christian University with a Bachelor of Science in Radio-Television-Film Production, as well as a graduate of the TCU Ranch Management program.

In addition to his duties with the Express, Ryan is involved in real estate as a partner in Shope and Ryan Management, a real estate investment company based in Fort Worth. He serves as Founder and Chairman of the Board for R Bank - a community bank in Round Rock - and is a partner behind the Texas expansion of Coffee Bean and Tea Leaf.

Ryan is a recognizable member of the non-profit community currently serving on the Board of YMCA of Greater Williamson County as well as the Board for HeartGift, a foundation whose mission is to provide lifesaving heart surgery to disadvantaged children living in developing countries where specialized medical intervention is scarce or nonexistent.

Ryan also serves on the board of directors for Nolan Ryan's Tender Aged Beef as well as The Nolan Ryan Foundation, located in his hometown of Alvin, Texas. Ryan and his family reside in Austin, Texas, and spend their free time skiing, hunting, fishing and traveling.

Exhibit "A"

WE ARE RS3



George King
President

Ryan Sanders Sports Services

Tel (512) 238-2202

gking@rs3sports.com

George's responsibilities include the establishment and growth of the Ryan Sanders brand through its food, beverage and hospitality management at Dell Diamond and the Ryan-Sanders Sports Turf Services grounds keeping specialty concern. Outside the office, George is involved in several charitable and civic organizations in and around the Central Texas community, including his service on the Board of Directors for the Just Keep Livin' Foundation and St David's/Round Rock Medical Center.

Prior to RS3, King served as Executive Vice President and General Manager for the Round Rock Express where he led all day-to-day operations for administration and accounting, baseball activities and operations, entertainment and promotions, facility operations and management, food, beverage and hospitality sales and service, turf and site management, marketing and sales, as well as oversight of the adjacent United Heritage Center.

During his tenure he served on the Pacific Coast League Board of Directors. Under his stewardship and Ryan-Sanders Baseball investment, the club underwent several ballpark and infrastructural improvements, each with a focus on providing efficiencies to improve guest, sponsorship and employee satisfaction. Prior to joining the Express, George's background included serving as vice president and general manager of the Nashville Sounds and Vice President of the Pacific Coast League. King's professional career includes work with the Triple-A Phoenix Firebirds, the San Francisco Giants and Major League Baseball's Arizona Fall League.

Prior to Baseball, George served nine years in the U.S. Navy, including five years forward deployed in Japan. King was awarded the Navy Achievement Medal for distinguished service. George and his family reside in Round Rock, Texas.

Exhibit "A"

WE ARE RS3



Garrett Reddehase
Senior Director Operations
& Maintenance

Ryan Sanders Sports Services

Tel (512) 238-2270

greddehase@rs3sports.com

Garrett Reddehase has served as Director of Turf Services for RS3 since 2012. Garret's responsibilities include the management of our construction crew, direct supervision of all management teams leading our maintenance agreement facilities and heads up the development and growth of the Turf Services division. Prior to his current role, Garrett accepted head grounds keeper position at Dell Diamond in the fall of 2009. In 2011 & 2013, Reddehase received the Pacific Coast Leagues' Presidential Commendation for grounds keeping. He was named the 2012 Pacific Coast League (PCL) Turf Manager of the Year.

Prior to joining the Express staff, Reddehase served as field superintendent with the Corpus Christi Hooks – the Double-A affiliate of the Houston Astros. He was involved with the grounds crew at Whataburger Field since the building of the facility in 2005; he served as Corpus Christi's head grounds keeper from October 2007 until joining the Express.

Reddehase was named 2009 Texas League Turf Manager of the Year, an award voted on by Texas League managers and umpires. Furthermore, Reddehase was awarded the 2009 Professional Baseball Field of the Year by the STMA, the highest honor awarded in the industry. During the Hooks' inaugural 2005 season, Reddehase and crew nurtured the league's best playing surface. Whataburger Field was voted the second-best playing surface in the eight-team league in 2007 and 2008, and was also selected as the top field in the South Division.

Education: Bachelor of Science in Kinesiology Sport Management, with a minor in Business.

Commercial Pesticide Applicator Licenses Texas Department of Agriculture

Member of Sports Turf Managers Association, Coastal Conservation Association, TTA Texas Turfgrass Association and Texas Sports Turf Association Manager.

Exhibit "A"

WE ARE RS3

OUR BUSINESS BACKGROUND

Our business portfolio has been in the making for 50 years, spanning a diverse spectrum of unique interests. From professional sports ownership and management, to banking, cattle, turf, food service, and a variety of entertainment interests, our network of experiences and business contacts rivals the most aggressive firms in the Texas marketplace.



Exhibit "A"

OUR VENUES



A state-of-the-art facility, Dell Diamond has been the home of the Round Rock Express since its inception in 2000. The stadium serves as a premier Central Texas destination and is constantly ranked among the top in Minor League Baseball. In 2006 and 2007 it was named the Top Minor League Park by Minor League News and came in second place in voting in 2008, behind Ryan Sanders Baseball's own Whataburger Field, home of the Corpus Christi Hooks (AA-affiliate, Houston Astros). The RS3 team has performed the turf services and grounds keeping needs since opening day in 2000 under the Ryan Sanders Baseball name. In 2010 Ryan Sanders Turf Services was born and the privilege of a professional field expanded to baseball fields across central Texas. In addition to the baseball season, RS3 Turf performs services for non-baseball events including professional soccer, international rugby and family entertainment events.



The University of Houston is the home to one of the most storied athletic programs in the nation. The Cougars have won 62 NCAA individual championships and 17 NCAA team titles, played in 21 bowls, appeared in five NCAA Finals Fours in men's basketball, and earned a berth to the College World Series. But the athletes aren't limited by the 17 intercollegiate sports offerings. Each year, thousands of students participate in more than 30 intramural activities through our Campus Recreation programs

RS3 has maintained the turf management services for University of Houston's Athletic fields since 2012. Services include general landscaping and grounds keeping, as well as year round coverage for its baseball, track and field, soccer and softball fields including maintaining one of the finest football fields in the country. RS3 was an instrumental part of the transition to the new synthetic grass baseball surface.

In the fall of 2014, RS3 expanded its service to the University of Houston to include the six intramural fields on campus.

Exhibit "A"

OUR VENUES



Located on a 300-acre tree-lined campus in Houston, Rice University is consistently ranked among the nation's top 20 universities by U.S. News & World Report. Rice participates in NCAA Division 1 athletics and is part of Conference USA. The Owls baseball program is perennially ranked in the top 10 nationally.

Rice University supports fourteen men's & women's athletic teams on campus. RS3 has maintained the turf management services for Rice fields since 2015. The services include providing maintenance for baseball, track and field, soccer as well as the primary football practice field.



Corpus Christi's Whataburger Field, completed in 2005 is home to the Hooks, Double-A Texas League affiliate of the Houston Astros. Now owned by their parent club, the Hooks focus on exemplary customer service in a family-friendly environment. The ballpark occupies land once dominated by cotton warehouses at the Port of Corpus Christi; the ballpark's architectural attributes, from its mammoth wood beams to its corrugated siding, pay tribute to the site's history and heritage. The scoreboard in left-center field is framed by antique cotton presses, one which dates to the 1920s.

Exhibit "A"

RYAN SANDERS SPORTS SERVICES –PEOPLE

RS3 has the ability to assemble strong teams, with an exceptional skill base that exceeds the industry standards. Our team leaders have spent time working in all aspects of Turf Management and are experienced with all sports fields from football to baseball and synthetic to natural turf services.

We have evaluated the needs of your facility and have provided the most efficient structure of staffing to meet your facility needs.

Our team is led by Garrett Reddehase.

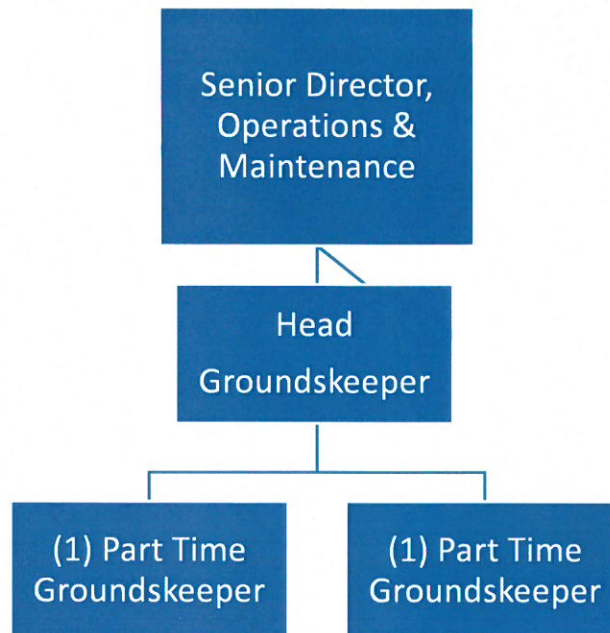


Exhibit "A"

RYAN SANDERS SPORTS SERVICES –PRODUCTS & RESOURCES

RS3 uses only top grade products on all our fields we maintain. Along with the Diamond Pro Brand Infield products we have partnered with high quality bulk field material providers.

Diamond Pro Products

a faster drying, smoother, safer, more consistent playing surface

Calcined
Clay
Professional

Top Dressing

Drying Agent

Infield
Conditioner

Red

Grey

Double Play
Infield
Conditioner

Vitrified
Infield
Conditioner

Professional
Mound Clay

Athletic
Field
Marking Dust

Green Divot
Sand

MORE THAN JUST DIRT.



diamondpro.com

Exhibit "A"

RYAN SANDERS SPORTS SERVICES –PLAN

SCOPE OF SERVICES

Mowing: Required for all fields. Mowing schedule will be adjusted as necessary and shall occur at a minimum three (3) times per week, weather permitting. Lawn height may vary depending on the time of year but must meet expectations for play; height: five-eighths to seven-eighths (5/8 to 7/8) inches and mowed with a reel mower.

Fertilization: Required for all fields. Contractor will provide Owner with a fertilization schedule to include, but not limited to, how need will be accessed, frequency of fertilization and frequency of soil testing. Contractor will modify schedule in accordance with soil testing results and Owner fertilization needs as necessary. Minimum 1 application per month. Minimum 2 applications per month during "growing season".

Aeration: Required for all fields. Three (3) times per year, one (1) solid core aeration and one (1) hollow core aeration, of which one (1) aeration will be deep tine and cores will be at least six (6) inches in depth. Cores will be swept and removed from surface.

Top dressing: Required for all fields. Three (3) times per year immediately following aeration. Sand is to be USGA grade. In the event rocks or other foreign material is mixed with the sand, Contractor will make every attempt to remove the foreign material to ensure safety of the users of the field.

Verti-cutting: Required for all fields. Two (2) times per year. Clippings will be swept up and removed from surface.

Insect/Weed Control: Required for all fields. Pre-emergent insect/weed control will be applied at times deemed necessary. Post-emergent insect/weed control will be applied on an as needed basis. Annual application for control of fire ants and mole crickets. Other insect control as necessary. Weed eating and edging around the concrete ribbon of each field will be done weekly.

Over Seeding: Required for all fields. A three way blend of perennial rye at a 10 lb. per 1000 square foot rate or 8 lb. per 1000 square foot rate, as indicated below, will be applied on or about October 15 of each calendar year weather permitting. A light top-dressing application shall be applied with seed to ensure seed-soil contact. High traffic areas may require additional over seeding and Contractor will apply over seeding to these high traffic areas as necessary.

Exhibit "A"

Rolling: Two (2) times per year with a 3 to 5 ton roller.

Watering and irrigation maintenance: Set and monitored weekly for any necessary adjustments to watering schedule. Repairs will be made when necessary and regular maintenance of the irrigation systems will be performed (i.e. valve boxes kept visible and clean, sprinkler heads adjusted properly, programs monitored and adjusted as necessary, etc.). Any wear and tear that requires repairs to the irrigation system will be performed (i.e. minor leaks, broken sprinkler heads, etc.). Any damages done by an entity other than Contractor will be treated as billable. Any renovations will be treated as billable. Irrigation methods shall include infrequent, deep watering tact sodding of areas will be deemed billable.

Standard Cultural Practice Timeline:

- **January:** General mowing practices. Continue fertilization program.
- **February:** General mowing practices. Apply pre-emergent/post emergent foliar application (specifically targeting both grass and broad leaf weeds). Continue fertilization program. Insecticide application.
- **March:** Aerify with solid tines. General mowing practices. Continue fertilization program.
- **April:** Verti-cut two directions. General mowing practices. Continue fertilization program.
- **May:** General mowing practices. Continue fertilization program.
- **June:** Aerify (deep tine). Sweep and remove cores from turf. Top dress with USGA sand. General mowing practices. Continue fertilization program. Pre-emergent application specifically targeting goose and crab grass. General mowing practices.
- **July:** Verti-cut two directions. General mowing practices. Continue fertilization program. Deep Tine Aerify. Top dress with USGA Sand.
- **August:** Apply foliar herbicide. Aerify with hollow tines. Sweep and remove cores from turf. Top dress with USGA sand. Continue fertilization program. General mowing practices.

SUPPLEMENTAL INFORMATION

Licenses and Certifications:

Commercial Pesticide Applicator License

Texas Department of Agriculture

TDA Client Number: 00372337

License Number: 0486041

Expiration Date: 01/31/2017

OSHA – Construction Safety and Health

Certification Number: 26-006016774

Nick Rozdilski (proposed Head Groundskeeper)

Primary Point of Contact:

Garrett Reddehase

Senior Director Operations & Maintenance

Ryan Sanders Sports Services

Tel (512) 238-2266

greddehase@rs3sports.com

Accounting Point of Contact:

Dawn Evans

Administrative Assistant

Ryan Sanders Sports Services

Tel (512) 238-2247

devans@rs3sports.com

Exhibit "A"

Affidavit

I hereby affirm that, through its ownership and operation of two professional baseball teams since 1999 and its management and production of various amateur and professional sporting events, Ryan Sanders Baseball ("RSB"), as Round Rock Express Baseball Club, as Corpus Christi Hooks Baseball Club, as Ryan Sanders Sports Turf Services, and as Ryan Sanders Sports Services - Turf division ("RS3"), has obtained in excess of five (5) years' experience in performing the described proposed scope of work at the competitive collegiate and professional level, including at a minimum of two NCAA or professional soccer facilities or stadiums. I further attest RSB as RS3 continues to perform regular and routine maintenance on two NCAA soccer facilities, as well as event preparations, renovation and repair services and cultural practices at other soccer facilities and stadiums, including at the professional level, and is well versed on the nuances of the traffic demands of the sport on natural playing surfaces.



George King

STATE OF:

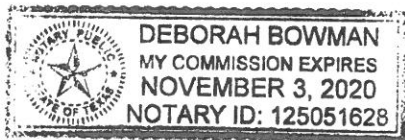
Texas

COUNTY OF:

Williamson

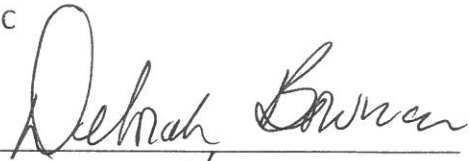
Subscribed and sworn to before me this 18 day of November 2016.

[SEAL]



NOTARY PUBLIC

Name:



My commission expires on:

Nov 3, 2020

Exhibit "A"