

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: General Services

AGENDA DATE: June 11, 2013

CONTACT PERSON/PHONE: Stuart C. Ed, General Services Director, 621-6822
Bruce D. Collins, Purchasing Manager, 541-4313

DISTRICT (S) AFFECTED: ALL

SUBJECT:

Solicitation No. 2013-091, Supplemental Foliar Nutrients for Sports Turf

Discussion and action that the Purchasing Manager, Financial Services, Purchasing Division, be authorized to issue a Purchase Order to Turfcare of Texas, Frisco, Texas effective the date of the award. The estimated annual expenditures are \$393,900.00 with an estimated total expenditure of \$1,181,700.00.

BACKGROUND / DISCUSSION:

The General Services Department – Land Management Division is recommending the award for Supplemental Foliar Nutrients for Sports Turf to the above mentioned bidder. The benefits from the use of this fertilizer, which is used to aid the growth of sports turf, has been clearly recognized for the past two years in sports fields and will now be used to improve and beautify turf in non-sports fields allowing more green space for public use. This type of foliar fertility has proven to be very successful and will allow the Land Maintenance Division to get sports and non-sports fields ready for play this Fiscal Year. This fertilization is designed specifically for the arid climate of El Paso meaning that it will provide foliar uptake without adding additional salinity to the soil profile thus promoting root growth and development making the turf greener and giving excellent overall Park appearances.

PRIOR COUNCIL ACTION:

Yes. Council previously approved contract 2011-305 on September 27, 2011, Item 8C.

SELECTION SUMMARY:

This solicitation was advertised on March 5, 2013, and opened on April 3, 2013. bid notification postcards were mailed out, the solicitation was posted on the City's website and the email (Purmail) notification was sent out. A total of thirteen (13) bidders were solicited. Seven (7) of the bidders were local. A total of (2) bidders responded.

AMOUNT AND SOURCE OF FUNDING:

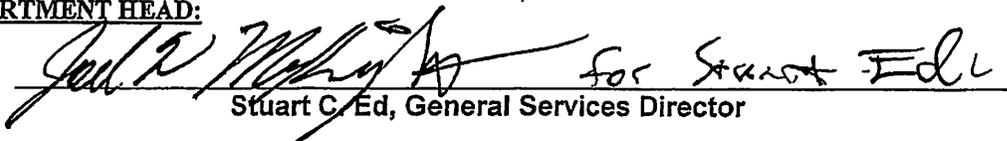
Department: General Services Department
Amount \$1,181,700.00
Funds Available: Dept: 231 Div: 31120 Acct: 531260 Fund: 1000 Program: P3110
Dept: 231 Div: 31120 Acct: 531130 Fund: 1000 Program: P3110
Funds Source: General Fund – Chemical Supplies
General Fund – Land Management Supplies

BOARD / COMMISSION ACTION:

N/A

*****AUTHORIZATION*****

DEPARTMENT HEAD:

 for Stuart Ed
Stuart C. Ed, General Services Director

**COUNCIL PROJECT FORM
(ASSIGNMENT)**

*****POSTING LANGUAGE BELOW*****

Please place the following item on the REGULAR agenda under **PURCHASING REQUESTS** for the Council Meeting of JUNE 11, 2013.

Request that the City Manager be authorized to sign Consent to Assignment of the contract by and between the CITY OF EL PASO, Tim Mitchell dba, CMC Company ("Assignor") and Turfcare of Texas, LLC. ("Assignee") with respect to the City of El Paso Contract 2013-091, Supplemental Foliar Nutrients for Sports Turf.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign Consent to Assignment Contract from Tim Mitchell d.b.a. C.M.C. Company to Turfcare of Texas, LLC. with respect to the City of El Paso's Contract No. 2013-091 (Supplemental Foliar Nutrients for Sports Turf).

PASSED AND APPROVED this ____ day of _____ 2013.

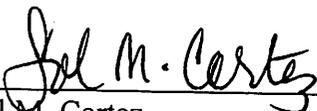
CITY OF EL PASO

John Cook
Mayor

ATTEST:

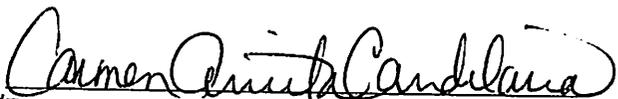
Richarda D. Momsen
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



(Bruce D. Collins, Purchasing Manager
Department of Financial Services

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSENT TO ASSIGNMENT

This Consent to Assignment is executed this _____ day of June, 2013, by and between the City of El Paso (the "City"), Tim Mitchell d.b.a. C.M.C. Company ("Assignor") and Turfcare of Texas, LLC ("Assignee").

WHEREAS, on or about May 28, 2013, the City entered into Contract No. 2013-091(Supplemental Foliar Nutrients for Sports Turf) with Assignor for a term of 36 months with an option to extend the term for two (2) years, which is fully incorporated herein by reference ("Contract") to provide such goods to the City; and

WHEREAS, after entering into the Contract, Assignor agreed to assign the Contract to Assignee as part of a settlement agreement; and

WHEREAS, the Agreement provides that it is not assignable without the consent of the City; and

WHEREAS, Assignor has requested that the City approve an assignment of the Contract to Assignee; and

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Contract; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract to Assignee.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The City consents to the assignment of the rights, duties and obligations under the Contract to Assignee.

2. Assignee agrees to assume and perform all duties, obligations and responsibilities under the Contract.
3. Assignee releases Assignor from all duties, obligations and responsibilities relating to the Contract.
4. Assignor represents and warrants that Assignor has not encumbered Assignor's rights under the Contract. Assignor conveys Assignor's interest in the Contract to Assignee free and clear of any claims, demands or causes of action against Assignor. Assignor agrees to indemnify, defend and hold harmless the Assignee from and against any and all such creditors' claims, demands, causes of action, court costs, expenses, and attorney's fees in connection with the assignment of this Contract or the City's acceptance and recognition of the assignment of the Contract.
5. All terms and conditions of the Contract to Assignee shall remain in full force and effect.
6. **Assignee and Assignor agree to indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, court costs, expenses, and attorney's fees which are connected with or arise from the assignment of this Contract or the City's acceptance and recognition of the assignment of the Contract.**

(Signature Page to follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSENT TO ASSIGNMENT

(Signature Page)

EXECUTED this the _____ day of _____, 2013

THE CITY OF EL PASO

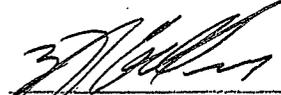
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Bruce D. Collins, Purchasing Manager
Department of Financial Services

ASSIGNOR:

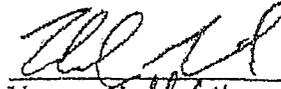
Tim Mitchell, d.b.a. C.M.C. Company.



Name: TIM MITCHELL
Title: PRESIDENT

ASSIGNEE:

Turfcare of Texas, LLC.



Name: Todd Gilman
Title: Owner/President

**MOTION
MAY 14, 2013**

Motion made, seconded, and unanimously carried to **POSTPONE** two weeks the award of Solicitation No. 2013-091 (Supplemental Foliar Nutrients for Sports Turf) to Tim Mitchell dba, C.M.C Company for an initial term estimated award of \$ 1,181,700.

Department:	General Services
Award to:	Tim Mitchell, dba, C.M.C Company McKinney, Texas
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 393,900
Initial Term Estimated Award:	\$ 1,181,700 (3 years)
Options Amount:	\$ 787,800 (2 years)
Total Estimated Award:	\$ 1,969,500 (5 years)
Account No.:	231 – 31120 – 531260 – 1000 – P3110 231 – 31120 – 531130 – 1000 – P3110
Funding Source:	General Fund – Chemical Supplies General Fund – Land Management Supplies

This is a low bid, unit price type contract.

The Financial Services - Purchasing Division and General Services recommend award as indicated to Tim Mitchell, dba, C.M.C Company the lowest responsive, responsible bidder.

Richarda Duffy Momsen, City Clerk

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May 28, 2013