INVITATION TO BID

NAME OF COMPANY SUBMITTING BID_____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip 75601)
Longview, TX 75606

PHONE (903) 237-1324
FAX (903) 291-5323
purchasing@longviewtexas.gov

Sealed bids will be received no later than: 2:00 pm on October 23, 2019

MARK ENVELOPE: **BID NO. 1920-11, GROUNDS MAINTENANCE MAUDE COBB ACTIVITY COMPLEX**

RETURN BID TO: **CITY OF LONGVIEW PURCHASING OFFICE**
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TEXAS 75606

A Mandatory Pre-Bid Meeting and Site Tour will be held: October 16, 2019 @ 10:00 AM at Maude Cobb Convention and Activity Center, 100 Grand Blvd., Longview, Texas 75604 in the Eitelman Conference Room

The purpose of this meeting is to answer questions regarding the bid requirements. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-bid meeting is a prerequisite for submitting a bid. **Bids will only be accepted from those who are represented at the pre-bid meeting.** Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster. Potential bidders are welcome and encouraged to take any measurements needed during their site visit.

THE CITY OF LONGVIEW appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend.

Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324

Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.

INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.

SEALED BID ● DO NOT OPEN

GROUNDS MAINTENANCE
MAUDE COBB ACTIVITY COMPLEX

BID No. 1920-11

BID OPENING: October 23, 2019 @ 2:00 P.M. CST

For Information Contact:

Jaye Latch
(903) 237-1324
purchasing@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606
or

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

SECTION II - INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

GROUNDS MAINTENANCE- MAUDE COBB ACTIVITY COMPLEX

2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of services specified, provided pricing, terms and conditions remain the same.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

2.02 BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS or ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview requests one original and one copy of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606

2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME. Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

2.05 FUNDING: Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer of the bid.

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

2.09 BID AWARD: The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

2.10 CONTRACT: This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

2.11 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 A PRICE adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g, Wage/Labor rates, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

2.15 ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

2.16 EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section

provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.17 DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.18 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

2.19 BID MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.20 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.21 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

2.22 REFERENCES: The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

2.23 BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

2.24 INDEMNIFICATION: The vendor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of vendor under this contract.

2.25 WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.26 TERMINATION OF CONTRACT: This contract shall remain in effect until the contract expires, until acceptance of performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original vendor responsible for any resultant increase in cost.

2.27 TERMINATION FOR DEFAULT: The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.
In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

2.28 NOTICE: Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

2.29 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

2.30 PURCHASE ORDER: A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

2.31 EACH INVOICE shall be number and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the services delivered.

2.32 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.33 ITEMS, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.34 SERVICES: Supplied under this contract shall be subject to the City of Longview's approval. Services found defective or not meeting specifications shall be corrected at no expense to the City.

2.35 WARRANTY: The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

2.36 REMEDIES: The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

2.37 APPLICABLE LAW AND VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.38 EQUAL EMPLOYMENT OPPORTUNITY: The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

2.39 ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

2.40 SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

2.41 PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

2.42 This section not used.

2.43 BEST VALUE: THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Longview:
6. the impact on the ability of the City of Longview to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

2.44 NONRESIDENT BIDDERS: Texas state law requires that the City of Longview give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Civil Statutes Article 601(g). Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow.

2.45 OZONE ACTION DAYS – The successful bidder shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

2.46 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to purchaisng@longviewtexas.gov. Reference the section and page in question.

2.47 SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

2.48 Assignment of Contact: This contract may not be assigned in whole or part without the written consent of the City of Longview.

2.49 Unauthorized Personnel: At no time shall Vendor allow family members, friends, etc. to be on the grounds or parking lot of the Facility

during working hours, other than to pick-up or drop-off an employee.

2.50 STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:

  (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;

  (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits

  (3) minimizing the impact to the public health and the environment;

  (4) neutralizing the effects of the incident;

  (5) removing the discharged or spilled substances; and

  (6) managing the wastes.

- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

2.51 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

2.52 DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. **Prior to award by City Council, the successful bidder will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and fill out the Electronic Filing Application**.

2. **Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print, sign and notarize Form 1295.**

3. **Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.**

4. **The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.**

Instructions and information are available at https://www/ethics.state.tx.us/tec/1295-Info.htm or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.

Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.

SECTION III - SPECIAL PROVISIONS

3.00 BID SECURITY: A bid security is not required.

3.01 MANDATORY PRE-BID MEETING: A mandatory pre- bid meeting will be conducted in the Eitelman Conference Room at the Maude Cobb Convention and Activity Center located at 100 Grand Blvd, Longview, TX, at 10:00 a.m. October 16, 2019. All interested parties are invited to attend. The purpose of this meeting is to answer questions regarding the bid requirements. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-bid meeting is a prerequisite for submitting a bid. Bids will only be accepted from those who are represented at the pre-bid meeting. Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster. Potential bidders are welcome and encouraged to take any measurements needed during their site visit.

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For more information please contact the Purchasing Division. Bidders are cautioned that the Longview Purchasing Division is the **sole point of contact** for the City of Longview during this process. Any oral statement by a representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the seller.

City of Longview – Purchasing Division
P.O. Box 1952, 300 W. Cotton (75601)
Longview, TX 75606
903-237-1324
jlatch@longviewtexas.gov

3.02 NON-RESIDENT BIDDERS: Texas state law requires that the City of Longview give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Law. Bidders must certify that they are resident or non-resident in order to meet specifications. Failure to do so on the provided response forms may disqualify that bidder.

3.03 SUPPORTING INFORMATION: When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.

b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.04 INSURANCE: All bidders and subcontractors proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful bidder and subcontractors shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage' set forth in Section 401.011(44) for all employees of the successful bidder providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of " Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.

2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.

3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.

4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.

5. Retain all certificates on file for the duration of the contract and for one year thereafter.

6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.

7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to

be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the City that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful bidder and subcontractors shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability -	Bodily Injury by Accident - $250,000 each accident Bodily Injury by Disease - $500,000 policy limit Bodily Injury by Disease - $250,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad 'Form Property Damage, Contractual Liability and Personal Injury.)

$500,000 each occurrence
$1,000,000 annual aggregate

Products and Completed Operations

$500,000 each occurrence
$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage
Combined Single Limit: $1,000,000 "CSL" each occurrence

The successful bidder and subcontractor shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

If bidder does not have insurance coverage meeting the requested levels as stated above in **Section 3.04 Insurance**, bidder may provide proof of insurance of current coverage along with a letter or documentation showing proof of the ability to obtain the proper insurance if awarded the contract.

SECTION IV - BID RESPONSE

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total prices listed on the document below. I agree to perform these services as directed for the units and/or lump sum prices stated on Bid Response Sheet. At any time during the term of the City's contract with the bidder, and subject to the applicable provisions of state law (including without limitation Section 252.048 of the Texas Local Government Code), the City may, in its discretion, increase or decrease the quantity of work to be performed under the contract (including without limitation by adding to or reducing the number of locations to be maintained). Each bidder must inform himself of the conditions relating to the grounds maintenance of each location as well as the equipment and labor needed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract.

	PRICE PER CYCLE	# OF CYCLES		12 MONTH PERIOD		
BUILDING FACILITY GROUND MAINTENCE	$	**X**	**52**	**=**		

Submittals Checklist:

All pages of this Bid Invitation including worksheets properly signed _____

Copy of current insurance Certificate _____

Listing and Photos of all equipment used in the process of providing for this contract _____

Copy of Herbicide Applicators license _____

Bid Affidavit _____

Emergency Telephone number during working hours: _____

Emergency Telephone number after working hours: _____

I have read and agree to the terms and conditions of this bid request.

NAME_____TITLE_____

SIGNED_____

COMPANY_____

ADDRESS_____

PHONE_____FAX_____

EMAIL ADDRESS_____

ADDENDUM NUMBERS: _____INITIAL: _____

SECTION V - SCOPE OF WORK

5.00 GENERAL: It is the intent of this document to describe the services required for mowing, trimming, landscape upkeep, litter/debris removal, and edging at Maude Cobb Activity Complex for the purpose of receiving competitive bids. The City of Longview wishes to contract with experienced commercial grounds maintenance professionals who have a minimum of three (3) years experience in commercial mowing contracting in the East Texas area. Bidders shall provide with bid response a list of at least three (3) references for which commercial mowing services of the same type and to the same degree as required in this bid document were provided within the last three years. Bidder's references must show three years of continuous commercial mowing experience. Failure to submit a list of qualified references may cause bid to be disqualified. The City reserves the right to contact any or all references prior to an award. The responses of references may be considered in assessing the reputation of the bidder and of the bidder's goods and services and the quality of the bidder's goods and services. In turn, these factors, in conjunction with the other factors listed in Section 2.43 of this ITB, may be considered by the City in determining whether the bidder provides goods or services at the best value for the City.

The Maude Cobb Convention and Activity Complex is a centerpiece of our community. This contract calls for a professional landscaping job, unlike right of way mowing. An aesthetically pleasing appearance must be maintained. In addition, patrons will be visiting during the performance of grounds maintenance duties. Care shall be taken that grounds maintenance duties shall not interfere with patrons experience while visiting the Maude Cobb Convention and Activity Complex.

It is the intent of City of Longview to award by Contract. The City wishes to contract with one contractor for this contract with exception to herbicide application (See next paragraph). The cycles listed are for the purpose of estimating work and evaluation of bids. The City does not warrant all cycles will be required to maintain the properties and reserves the right to add or delete cycles or work as conditions or circumstances dictate. Each bidder must inform himself of the conditions relating to the mowing of each location as well as the equipment and labor needed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract.

In order to keep an aesthetically pleasing appearance, herbicide application must be used in the performance of this contract. Herbicide application may be subcontracted. If the herbicide portion of this bid is subcontracted out, it must be disclosed in the bid response. It shall be notated on the bottom of the bid response page. The name and address of the subcontractor shall be listed, along with a description of the work to be provided. Subcontractor must provide copies of herbicide licenses (as listed on page 13, Section 5.02, 6 Herbicide Application) with bid submission and subcontractor must provide proof of insurance with bid submission in accordance with Section 3.04 of this document. Contractor and/or subcontractor must have a current Herbicide Application License from the Texas Department of Agriculture or the Texas Structural Pest Board to administer pesticides and herbicides in the State of Texas and provide copies of that license with bid submission.

The Purchasing Divisions solicits comments in regard to these specifications before date of closing. The final specifications will be binding on all bidders.

PRE-BID MEETING: The City will conduct a pre-bid meeting. Attendance is mandatory.

THE DESIGNATED MOWING AREA SHOWN ON ATTACHED MAP INCLUDE CURBS, PARKING LOTS AND OTHER NON-MOWING AREAS THAT ARE REQUIRED TO BE MAINTAINED. BIDDERS ARE ADVISED TO SURVEY THE SITE AND DO THEIR OWN MEASUREMENTS. FAILURE TO DO SO WILL NOT RELIEVE A SUCCESSFUL BIDDER OF HIS OBLIGATION TO FURNISH ALL MATERIAL AND LABOR NECESSARY TO CARRY OUT THE PROVISIONS OF THIS CONTRACT.

5.01 DEFINITIONS: The following words shall have the meanings ascribed to them below: These definitions denote the services that will be required at each specific location.

Area Inspector shall mean the duly authorized representative of City of Longview who will monitor the Contractor's progress, verify completion of tasks/cycles, and give direction in the project areas to which the Contractor is assigned.

Contract Administrator shall mean the Division Manager responsible for administration of the Contract.

Debris shall mean litter, trash, garbage, tree limbs, fragments, remains, ruins, rocks, rubble, or loose materials of any nature, which may detract from the appearance, safety, or use of the Property.

Edging shall refer to the vertical removal of any and all plant material, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavement using a mechanical edger. Edges shall be vertical, minimum depth of one inch (1") and minimum width of one-fourth inch (1/4"). String trimmers may be used to maintain edged curb after the first initial cutting.

Foreign growth is defined as unwanted and unnatural growth of plants to include all weeds, vines, briars, and other noxious plants.

Herbicide requirements shall refer to the use of a herbicide (such as Arsenal ground barrier or long term chemical) and/or an approved equal containing a pre-emergent such as Surflan or an approved equal) as an alternative to the physical removal or cutting of plant material from hard surface areas including sidewalks, cracks, pavements, medians, etc. Written approval for the application of herbicides at any location shall be obtained from the Contract Manager prior to the use of the same. Application of any approved herbicide shall be in compliance with the Texas Department of Agriculture or Structural Pest Control Board. Roundup or approved equal with a pre-emergent may be sprayed in high maintenance areas such as trees, telephone poles, sign poles, etc., to reduce high maintenance cost by contractor. **Contractor or subcontractor shall maintain current Herbicide Applicators license throughout life of the contract.**

Inclement weather shall mean rainy weather, cold weather, or hot weather when the condition of the soil is such that the rutting of property, or when the conditions are such that there will be damage to vegetation, or when conditions are such that equipment operation will contribute to the pollution of the atmosphere or any weather condition that will not allow cutting of grass to be accomplished satisfactorily.

Ditches – shall refer to low areas on our properties that drain to creeks or drains.

Creeks – low areas with constant water flow.

Landscaping Beds – These are identified areas which include but are not limited to: ornamental plants, shrubs, flowers, trees. The landscaping beds are identified on the enclosed map.

Litter shall mean any debris, trash, garbage, tree limbs, fragments, remains, ruins, and rubble or loose materials of any nature, which may distract from the appearance of the landscaping areas. Such terms shall include, but not be limited to, paper, cans, bottles, limbs, broken glass, etc., which are not intended to be present as part of the landscape.

Litter removal shall mean the removal of litter and debris from the assigned mowing and landscaping maintenance project areas as determined by the Area Inspector. *Litter removal* shall require sweeping or blowing of hard surface areas such as sidewalks and driveways. The issuance of a work order for Litter Removal Only does not require mowing, trimming, landscaping or edging. Contractor shall not utilize City of Longview facilities trashcans or dumpsters for litter removal.

Maintenance cycle shall refer to each time period in the lawn maintenance and landscaping schedule in which work is performed.

Mulch areas shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas otherwise referred to as landscaping beds in which all weed growth shall be removed. Mulch areas are non-mowing but subject to litter removal.

Ornamental trees- shall refer to as Crape Myrtles, Bradford pears, Yaupons, etc.

Growing Season – shall mean March thru October of the calendar year.

Scalping shall refer to any action, which results in the mowing of any turf area below two inches (2") in height down to and including the soil.

Shrub bed shall mean any purposefully planted domestic, ornamental plant growth.

Sucker growth shall mean the incidental vegetative growth arising from the base and lower truck areas, which are not essential to the overall wellbeing of the plant.

Trimming shall refer to the cutting or removal of all plant material immediately adjacent to or under the structures, trees, poles, culverts, guardrails, concrete walls, walkways, driveways, manhole lids, tables, signs, fences, landscaping beds, etc. using a string trimmer, Trimming shall also include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways, parking lots and any other concrete surface within the right-of-way. Trimming is not required on the outside of property boundary fences.

Work shall refer to those landscaping and maintenance services required in this Agreement, including, but not limited to, mowing, trimming, edging, pruning, herbicide application, and litter removal as well as any other related services for the Property specified in this Agreement,

Fence lines- shall refer to a stationary line dividing either a facility from a walk area or the city of Longview's property and the property owner adjacent to ours. Fences will be made of materials such as wood, pipe, metal, concrete, etc.

5.02 C0NTRACTOR'S RESPONSIBILITIES: Contractor will be required to mow, trim, edge, prune, herbicide, litter pick-up, weed, and weed-eater cut property according to the attached maps. The contractor shall provide all equipment and personnel necessary to accomplish a professional result with no scalping or damage to turf or ground cover. The Contract Administrator may authorize additional work or adjust work schedules in consideration of unusual weather or special events. All contractor employees shall wear a company issued shirt that identifies the Contractor by company name. All employees shall wear protective eyewear meeting the Z89.1 safety specification when operating motorized equipment.

1. ***Creeks and Ditches****:* The Contractor will be responsible for mowing, weed eating, trimming, any low areas on the property, excepting creeks. The Contractor will be responsible for mowing as closely as possible to edges of creeks and trimming any overhanging or unsightly growth from steep or severe slopes adjacent to creeks.

2. ***Damages****:* The Contractor will be responsible for any damages incurred in the process of maintaining the properties. Any and all damaged sprinkler system components, sidewalks, curbs, shrubs, trees, hedges, flowers, urns, pots, or other property damage as a result of the performance of lawn care task outlined shall be repaired or replaced within ten (10) days. Repairs are subject to the approval of the Activity Complex Representative and shall be at no cost to the City. Landscaping beds and mulch areas shall be reshaped within twenty-four (24) hours if or when they are dislodged by mowing equipment or any other equipment or personnel of the Contractor.

3. ***Edging****:* All sidewalks, curbs and steps must be mechanically edged to a one inch (1") depth and one-fourth inch (1/4") width where they exist using a metal blade exposing the concrete surface, the initial edging shall be completed by the end of the first maintenance cycle and all edges must be maintained through duration of the Agreement. Edging may be maintained with a string line trimmer after the first initial mechanically edged cut. The Contractor when edging shall use a vertical cut approach. All material dislodged by edging must be removed from the site prior to the Contractor or his work crew exiting such site. Sidewalks must be edged on both sides when applicable.

4. ***Equipment*****:** The Contractor shall use the equipment, which is declared in the Contractor's bid document, or equipment of a comparable or higher quality for the performance of obligations under this Agreement. Mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the

blades of grass. Additionally, Contractor shall maintain or have immediate access to adequate backup (reserve) equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment as determined by the Contract Manager or the Area Supervisor shall be deemed a breach of this Agreement. Bidders shall submit a list and photos of all equipment in their current inventory to be used in the work covered by this contract and the location where that equipment is currently stored. Equipment may be a consideration of the award. If bidder is planning to purchase additional equipment for use in this contract, please list equipment to be purchased along with the list of existing equipment. Proof of financial ability to purchase additional equipment shall be provided by bidder, such as a letter from a financial institution. Failure to obtain and maintain adequate equipment is considered a breach of contract

5. ***Fence lines****:* The Contractor is required where noted to trim both sides of any fences except for "property-line" fences which are required to be trimmed only on the City's property side.

6. ***Herbicide Application****:* Contractor shall keep all curbs, gutters, sidewalks, crushed granite areas, and paved areas free of grass and weeds, including curbs and gutter lines and joints in the sidewalks. This may be accomplished by the use of an approved herbicide. Prior to using a herbicide, the Contractor shall obtain written permission to use the herbicides from the Contract Administrator and shall provide all material safety data sheets and Proof of Certification of each person licensed by the Texas Department of Agriculture or Structural Pest Control Board to administer pesticides and herbicides in the State of Texas to the City prior to the herbicide being applied. All herbicides shall be applied according to the manufacturer's specifications. Herbicide application may be subcontracted out by contractor. Contractor must obtain written approval from City to use a sub-contractor. All subcontractors **must** be licensed in the State of Texas and provide proof of said license to City representative prior to performing any work. All subcontractors must have and maintain insurance as listed in this document. Proof of insurance and Texas license must be provided to City prior to any work being performed. City of Longview shall be listed as added insured on all insurance policies. **Contractor or subcontractor shall maintain current Herbicide Applicators license throughout life of the contract.**

7. ***Landscaping beds:*** Landscape beds shall be kept free of weeds for the duration of this contract. Any weeds found within the landscaping beds shall be removed. All plants in the landscape beds shall be pruned in accordance with ANSIZ133.1 standards. Pruning shall be completed in the spring, fall, and late fall for winterization. Prune all other shrubs after dormancy to rejuvenate old canes and stems. Approximately one quarter (1/4) of the stems shall be trimmed to two to three inched (2"-3") above the ground. Remove the largest and oldest stems first. Remove dead plant material. Remove all trash from beds. Rake leaves from all landscaped areas weekly and remove leaves from the site beginning the last week in September, as needed. Monitor plants for disease and pest activity. Report any problems to the Contract Administrator. Deadhead perennial flowers to promote more flowering. Pinch back perennial flowers to promote denser flowering. Cut back perennials to promote new growth from the base of the plants. Deadhead roses to promote new blossoms. The final appearance after mowing and maintenance shall present a neat appearance.

8. ***Landscaping Schedule*****:** Landscaping cycle is weekly; Landscaping shall be performed weekly, 52 weeks per year with 7 days minimum between Landscaping. City staff will provide a calendar of events to ensure that mowing will not disrupt major events or shows. Should weather or other conditions prohibit contractor from completing weekly landscaping duties, contractor shall notify City of Longview Contract Administrator as soon as possible so that an alternative schedule can be mutually agreed upon.

9. ***Litter Removal****:* Contractor shall pick up litter and debris throughout the Property prior to mowing or performing any work. Contractor shall remove all litter from the gutters, sidewalks, landscaping beds, and rights-of-way. All fallen tree branches shall be removed before each mowing. The Contractor shall remove excessive grass clippings that may pile up after mowing. Contractor shall not blow grass into streets, drives, or sidewalks. Removal and disposal of litter and debris shall be the sole responsibility of

the Contractor, and the Contractor agrees that he shall be responsible for landfill fees, if any, associated with the disposal of the litter and debris. Any litter, mowed over, cut or broken during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with the maintenance of other areas. Contractor shall not utilize City trashcans or dumpsters for grass clippings, limb trimmings, tree branches, vines, or any lawn or grounds maintenance refuse.

10. ***Mowing**:* The grass shall be mowed to an approximate height of one and one-half inch (1-1/2") to two inches (2") each cycle during the growing season. Upon completion, a mowed area shall be made free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks or driveways or on adjacent properties. Any material so discharged shall be removed immediately; prior to proceeding with Work on in other areas. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the Property or the immediate work site.

11. ***Mowing Schedule**:* Maude Cobb Convention and Activity Complex staff will provide a calendar of events to ensure that mowing will not disrupt major events, or shows. Example – Dog Show, Rodeos, Motorcycle Rally or outdoor events.

12. ***Mulching:*** Mulching at the landscape beds will be completed on an as needed basis. The mulch material used shall be provided and spread by the City. Contractor shall inform Contract Administrator if mulch is needed.

13. ***Personnel*:** Contract shall provide personnel and insurance sufficient to accomplish the work according to deadlines. Contractor shall provide supervision of all work crews at all times while performing Work under this Agreement. Personal supervision is not required provided that radio equipment or other communications devices are provided which enable the work crew to communicate with the Contractor at any time. Each work crew provided by the Contactor shall have a designated person on the work site with the authority to respond to inquiries of the Contract Manager or Area Inspector about work details or priorities.

14. ***Pruning**:* All shrubs, vines, and trees shall be kept pruned according to the recommended National Recreation and Park Association and Horticultural Practices.

15. ***Removal of debris**:* The Contractor will be required to remove rocks, pebbles, glass, and refuse that accumulate in the curb gutters by sweeping them into a catch pan and removing them from the site.

16. ***Removal of weeds and unwanted plant growth**:* All plant growth in cracks, seams and/or joints of paved areas such as sidewalks, curbs, crushed granite areas, fences, parking areas and driveways shall be cut down to the pavement surface during the completion of each maintenance cycle. All vines must be removed where they exist as a result of natural growth and not planted by intent as part of landscaping material, i.e., poison ivy, wild grape, Virginia creeper, etc. All are to be pruned removed and the stump treated with herbicide to prevent regrowth. Contractor will be responsible throughout the Agreement period to manually remove all weeds and foreign plant growth from shrub beds, mulched areas, and interior areas during each cycle as shown on attached map. Weeds and foreign growth in the landscape beds may be controlled with selective herbicides if Contractor has sought and obtained prior written approval of the Contract Manager prior to the herbicide application. A copy of your Herbicide Applicator license is required with the bid. Contractor will remove all sucker growth from the bases and lower trunks of trees within the project area. Damages to trees or shrubs will be considered a breach of this Agreement and the Contractor shall be assessed for liquidated damages for the same.

17. ***Trimming:*** All structures, trees, poles, tables, signs, fences, gravestones and landscape beds are to be trimmed closely. The Contractor will be responsible for replacement or compensation for damaged plant materials.

18. ***Winter Rye Planting:*** When the weather becomes suitable, winter rye grass shall be planted in all irrigated areas in and around the Maude Cobb Convention and Activity Complex. The goal in planting winter rye is to obtain a lush, thick green carpet of grass during the late fall, winter, and early spring months. In some areas, once the rye grass starts to grow, a second seeding in some areas may be necessary. The Maude Cobb Convention and Activity Complex will reimburse cost of seed to vendor upon receipt of an invoice. There shall be no up-charge on the cost of seed.

5.03 ON DEMAND MOWING: The successful Contractor(s) will be required to provide additional mowing cycles as a result of special events. The City will make every effort to give Contractor sufficient notice if additional cycles are required.

5.04 PERFORMANCE MONITORING: Performance will be monitored on a regular basis. City of Longview staff will report any unsatisfactory service to the Contractor's office and to the Purchasing office. Repeated unsatisfactory service will be grounds for termination of the Contract. Damage to property and failure to replace or repair damaged grounds or structures will be grounds for termination of the Contract.

5.05 INDEPENDENT CONTRACTOR: The Contractor(s) will operate as an independent contractor and not as an agent or employee of the City and shall control his operations at the work site and be solely responsible for the acts or omissions of his employees. No subcontracting without the written consent of the City of Longview is allowed.

5.06 WORK SCHEDULE: Both the Contractor and the City acknowledge that time is of the essence in this Agreement. Contractor shall perform all of the Work required herein on the sites during each maintenance cycle as denoted in the attached Categories service chart. The Contract Administrator has the authority to cancel and/or add scheduled maintenance cycles, properties, and/or work required at any time. Such cancellation/additions shall be based upon need, prevailing weather conditions, and available funding. The Contractor shall be notified of any cancellation/addition at such time that the work order is requested for any maintenance cycle or at any other time thereafter as may be deemed appropriate by the Contract Manager. Any additional work shall be billed at the rates published in the bid documents. The Contract Administrator will require the Contractor to provide estimates of total cost prior to work being performed.

5.07 REPORTING AND INVOICING: All payments shall be for actual services rendered. Contractor will provide written confirmation of completion of each cycle, including service dates service location, total charges and describing any additional work that was authorized. The Maude Cobb Convention and Activity Complex shall require written notification, email preferred, of each location as it is completed in order for them to conduct an inspection of each completed property. Contractor shall invoice the City Monthly for sites completed and inspected as of the date of invoicing. The City standard terms are net 30. No other terms will be accepted.

5.08 INSTRUCTION FOR BIDDING*:* *Bidders are instructed to survey the site and calculate costs, satisfy themselves as to the expenses and complications of servicing Maude Cobb Activity Complex. Grounds Maintenance and Landscaping Beds shall be performed 52 cycles (weeks) per year with 7 days minimum between cycles.*

GROUNDS MAINTENANCE AND LANDSCAPING BEDS SCHEDULE with 52 CYCLES
ACTIVITY COMPLEX- WEEKLY (with 7 days minimum between mowing)
TOTAL 52 CYCLES

ATTACHMENT I
LIST OF EQUIPMENT

List the equipment you currently own and use in the providing of the services described in this document. Please include photos of major equipment.

ATTACHMENT III

REFERENCES

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or a similar product. Each bidder shall provide a minimum of three (3) verifiable references as stated on Page 10, Section 5.00.

Company Name_____

Address_____

Phone_____ Contact_____

Description of Services provided_____

Date of Service_____

Size of facility and/or number of facilities_____

Company Name_____

Address_____

Phone_____ Contact_____

Description of Services provided_____

Size of facility and/or facilities_____

Company Name_____

Address_____

Phone_____ Contact_____

Description of Services provided_____

Size of facility and/or facilities_____

ATTACHMENT IV

BID AFFIDAVIT

All pages in offerer's bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____
On this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____
and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.
YES_____ NO_____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES_____ NO_____

NON-RESIDENT CERTIFICATION: Our principal place of business is_____(give state).

Name and Address of offerer:

_____

_____

_____Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____on this the_____ day of, 20_____
(name of Notary)

Notary Public in and for the State of _____

ATTACHMENT V

CITY OF LONGVIEW
House Bill 89 Verification

I, _____(Person name), the undersigned representative of_(Company or Business name)_____
_____
_____ _____(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____
DATE SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL _____
NOTARY SIGNATURE

_____
Date

ATTACHMENT VII

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

http://www.ethics.state.tx.us/ or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

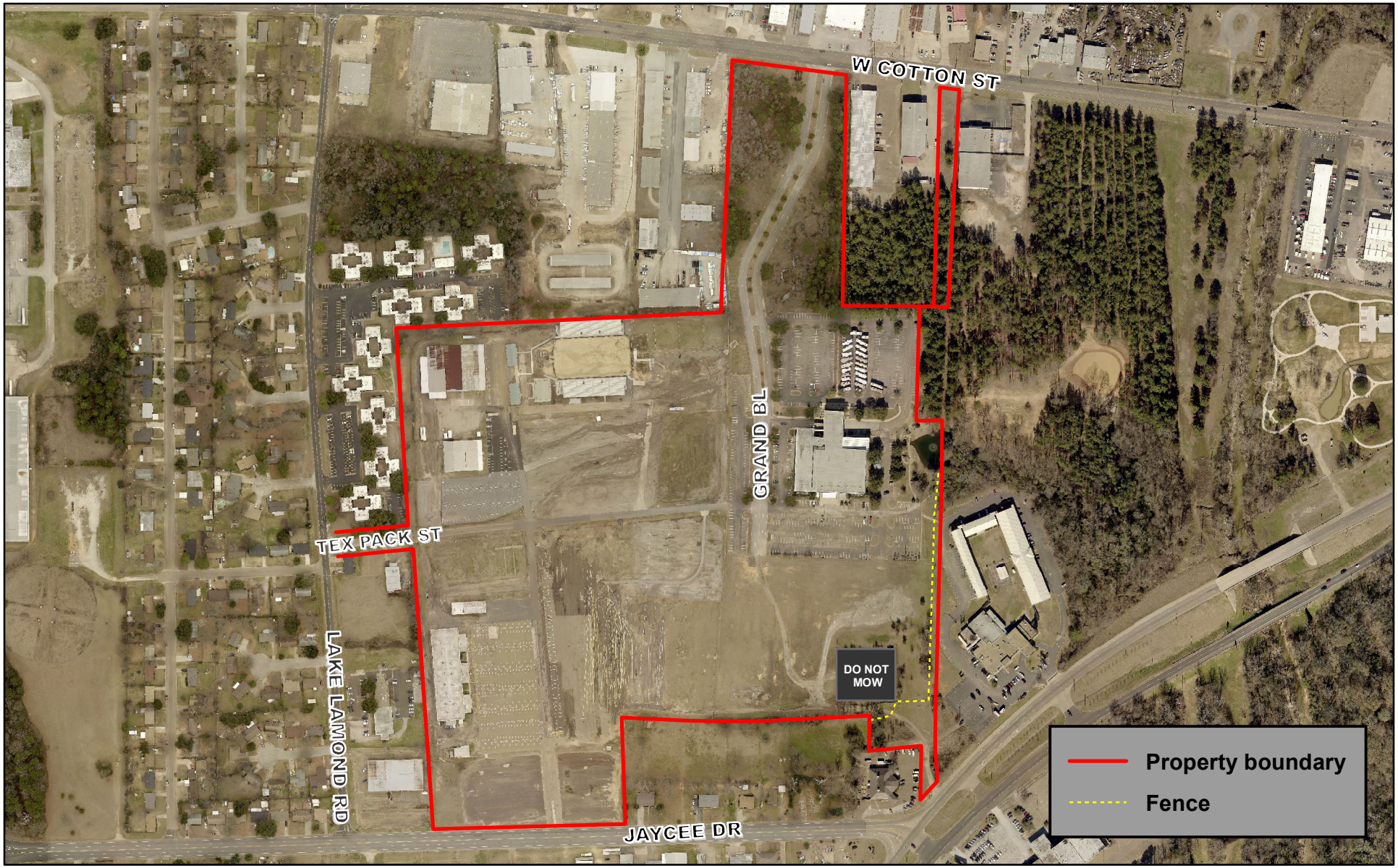
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Grounds Maintenance for Maude Cobb Activity Complex

NORTH

0 250 500 1,000 Feet

The City of Longview does not ensure the accuracy of completeness of the information contained herein

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CITY OF LONGVIEW

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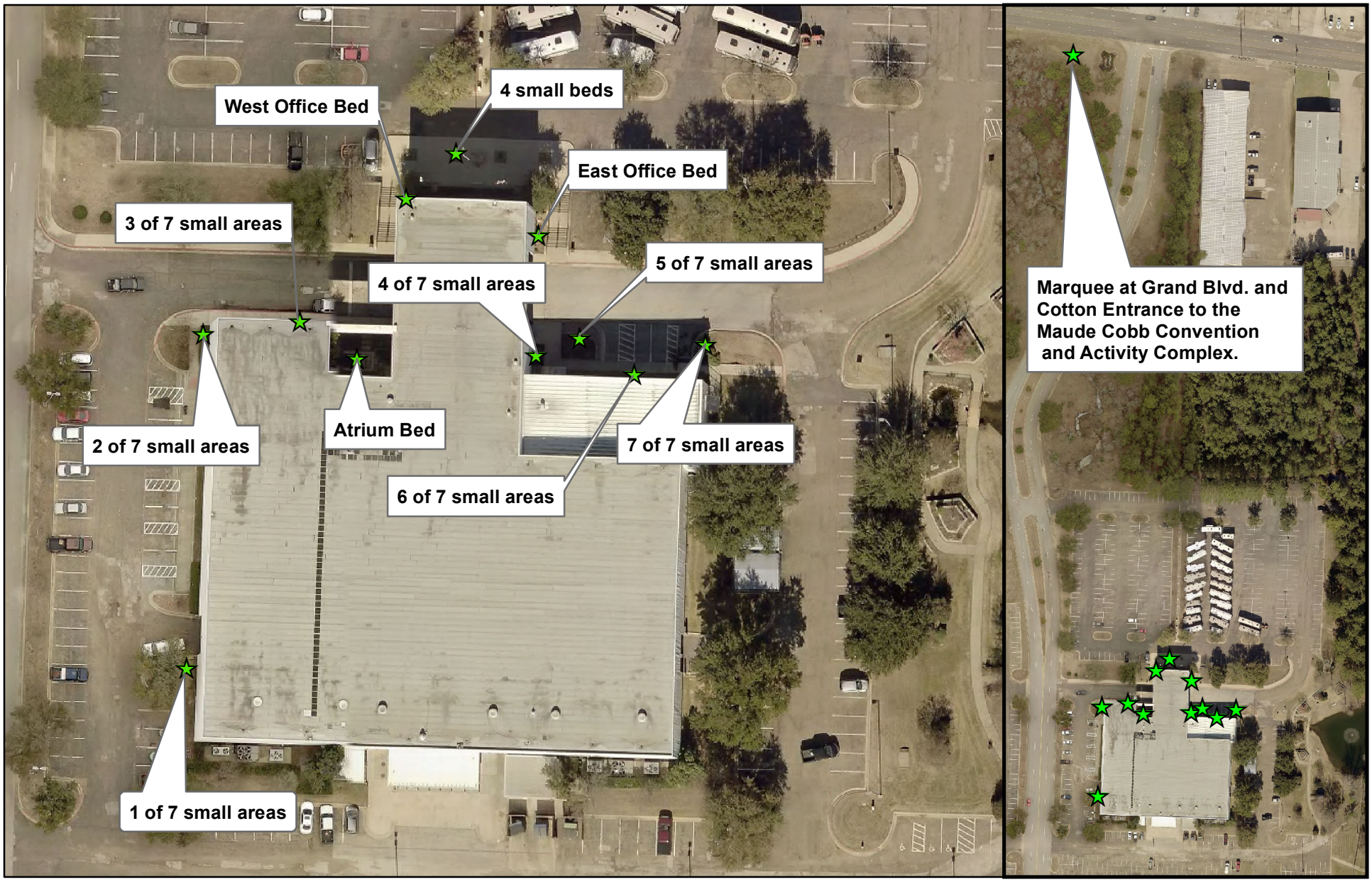

Maude Cobb Convention and Activity Center - Landscape Beds

0 50 100 200 Feet

NORTH

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