COMPETITIVE SEALED BID
W2016-69-A
for

PARKS LANDSCAPE MAINTENANCE SERVICES

BIDS ARE DUE TO THE OFFICE OF THE PURCHASING AGENT

CITY OF WYLIE
GLENNA HAYES
PURCHASING AGENT
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098

PRIOR TO:

MONDAY, JUNE 13, 2016 prior to 3:00 PM CST

LATE BIDS WILL NOT BE ACCEPTED

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Glenna Hayes C.P.M, A.P.P.
Purchasing Agent
glenna.hayes@wylietexas.gov
972 516 6140

Nancy Leyva
Buyer
nancy.leyva@wylietexas.gov
972 516 6131

Time Critical Competitive Sealed Proposal Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

CITY OF WYLIE INSTRUCTIONS AND TERMS FOR BIDDING

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: www.wylienews.com. City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

2. **REQUIRED INFORMATION**: City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.

3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:

    A. Have adequate financial resources, or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics;
    E. Otherwise qualified and eligible to receive an award
    F. Must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)

4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.

5. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.

6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.

8. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits City and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state. The City reserves the right to request additional information from all vendors to determine compliance.

9. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates.

10. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or

indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service…..".

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

12. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested**.

13. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

14. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

15. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.

16. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:

    A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.

    B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.

    C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.

    D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.

17. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

18. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

19. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

20. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

21. **PRESENTATION OF BIDS**: complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.

22. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

23. **LATE BIDS**: bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.

24. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.

25. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

26. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City's web site at: http://www.wylietexas.gov/departments/purchasing/bid_tabulations.php.

27. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

28. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.

29. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.

30. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review at the City's web site 72 hours prior to the meeting of the City Council under the terms of the Texas Opening Meeting Act (http://www.wylietexas.gov/city_government/boards_agendas_and_minutes/city_council3.php).

GENERAL TERMS AND CONDITIONS

Bonding, Purchase Order and Payments:

31. **BID SECURITY/BOND REQUIREMENTS**: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

    A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1,

CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

32. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

33. **ADDITIONAL TERMS**: Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.

34. **PURCHASE ORDERS**: a purchase order(s) shall be generated by the City to the successful vendor, and constitutes a contract and any/all insurance requirements are in full effect. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.

35. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.

36. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.

37. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.

38. **PAYMENT TERMS**: Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.

39. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.

40. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

CONTRACT:

41. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.

42. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.

43. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.

44. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.

45. **INDEMNIFICATION: CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PROVISION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS PROVISION), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONTRACTOR IS EXPRESSLY REQUIRED TO INDEMNIFY AND DEFEND THE CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS UNDER THE LAWS OF THE STATE OF TEXAS, THEN CONTRACTOR IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY.**

    IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

    IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGING WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALLY UNREASONABLE.

    THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED

SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SURVIVE THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.

46. **TERMINATION and DEFAULT:** The City of Wylie may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract, terminate further work in whole or in party by giving at least thirty (30) days prior written notice to Contractor with the understanding that all services being terminated shall cease upon the date as indicated.

    The City of Wylie also reserves the right to enforce the performance of the 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 the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

47. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.

48. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

49. **EMPLOYMENT ELIGIBILITY VERIFICATION and CLASSIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

    The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract. The contractor also warrants that all employees are properly classified in accordance with Chapter 214.008 of the Labor Code.

50. **DISCLOSURE OF CERTAIN RELATIONSHIPS**: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at http://www.wylietexas.gov/city_government/city_secretary/forms1.php. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

51. **CERTIFICATE OF INTERESTED PARTIES (Form 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

    Additional instructions and information are available at https://www.ethics.state.tx.us/tec/1295-Info.htm or by calling the Texas Ethics Commission at 512-463-5800. By signing the included "Compliance Page" the successful bidder agrees to adhere to HB 1295.

END OF SECTION

W2016-69-A
PARKS LANDSCAPE MAINTENANCE SERVICES

The City of Wylie is accepting sealed bids to establish an annual fixed price agreement for PARKS AND RECREATION DIVISION LANDSCAPE MAINTENANCE SERVICES.

The services required are for landscape maintenance for specific properties, located within the City of Wylie Parks system. Bidder will supply all necessary materials, equipment, labor, and supervision to execute this contract to the degree described herein. Bidders agree to follow all specifications within this document, and to also maintain and assure a proper appearance on the municipal property and/or properties described herein. All work performed in fulfilling these requirements will be accomplished by competent personnel, utilizing professional maintenance methods, and must comply with all federal, state, county, and local laws.

It is the intent of the City to enter into a contract for an initial one (1) year term with three (3), City optional one (1) year renewals under the same terms and conditions. This bid will be awarded to the lowest responsive responsible bidder. The City reserves the right to compare offers against all state and local contracts in determining award; to award by line item, in part or in full and partial bids may be considered.

Minimum Standards For Responsible Prospective Bidders: a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have satisfactory record of performance;
D. Have a satisfactory record of integrity and ethics;
E. Otherwise qualified and eligible to receive an award
F. Must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)

Definitions:
Bidder, Prospective Bidder, Vendor: company or firm submitting an offer in response to this bid.
Successful Bidder, Successful Vendor: company or firm who has successfully entered into a contract with the City of Wylie.
City: City of Wylie and/or its designee
Contract Administrator: City of Wylie Parks Division contract administrator

END OF SECTION

BID PROCESS

PRE-BID MEETING: Tuesday June 7, 2016 @ 2:00 p.m. CST

All bidders are encouraged to attend this non-mandatory pre-bid meeting prior to submitting their bids. Vendors will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this request for proposal. Verbal side discussions at the meeting shall not be considered part of the bid documents unless confirmed in writing by the City and incorporated through an addendum. Questions asked at the meeting that cannot be adequately answered at that time, may be deferred until issuance of an addendum.

City of Wylie Parks Maintenance Division
949 – 200 Hensley Lane
Wylie, TX 75098
972-516-6371

***Questions can be submitted in writing prior to the pre-proposal conference to the Buyer at: nancy.leyva@wylietexas.gov**

SITE VISIT / LOCATION REVIEW: (see attached maps)

It is the responsibility of all vendors submitting bids, to self-inspect and review the work site locations. A "Site Visit Affidavit" is included and must be submitted with all bids.

QUESTIONS DEADLINE: Thursday June 9, 2016 @ 12:00 noon CST

To ensure that all prospective bidders have accurately and completely understood the requirements, the City of Wylie – Purchasing Department will accept written questions up to the time indicated above. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any City representative other than the Purchasing Department. Responses will be published in the form of an addendum.

All inquiries must include contact person, address and email, and must be submitted in writing prior to the deadline to:

Nancy Leyva
Buyer, City of Wylie
nancy.leyva@wylietexas.gov

QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE or FAX

<u>SUBMISSION of BIDS</u>: **Monday June 13, 2016 prior to 3:00 p.m. CST**

All bids are due prior to the date and time indicated above. All costs associated with the bid will be at the expense of respondents.

All bids must be received in a sealed envelope or box with the bid number and respondent's name clearly marked:

"No. W2016-69-A PARKS LANDSCAPE MAINTENANCE SERVICES"

Bids will not be accepted by facsimile transmission or electronic mail. Bids submitted early may be withdrawn prior to the deadline by the submitter. All bids must remain valid for at least 120 days, and will remain the property of the City of Wylie.

It is the sole responsibility of the bidder to ensure timely delivery of the proposal. The City will not be responsible for the failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the proposing firm.

<u>PUBLIC OPENING and NOTICE OF PUBLIC DOCUMENTS</u>: Monday June 13, 2016

Bids will be publicly opened at the City of Wylie by the Purchasing Department.
Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

<u>INSURANCE</u>:

Upon request, the successful vendor must SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS within ten (10) business days of notification by the City of Wylie. Failure to respond within the (10) business days may be grounds for declaring vendor non-responsive to specifications. Vendor shall purchase and maintain coverage which meets all City insurance requirements during the course of this contract. See attached "City of Wylie Insurance Requirements".

<u>WRITTEN CONTRACT & NOTICE TO PROCEED</u>:

Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Wylie, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.

The successful vendor must execute a **CONTRACT** within ten (10) days after receipt of documents. Proposer/Vendor agrees to submit to the City, a corporate resolution, certificate of partnership, agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture. The resulting contract must be in a form approved by the City's Attorney, and the City does not agree to necessarily accept terms the respondent may propose within the submitted bid documents.

Vendor shall not begin work under the contract until written approval has been received from Contract Administrator. Notice to proceed will typically be sent via email**.**

PROCUREMENT SCHEDULE:

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes.

Task	Date
Public Advertisement	Not required
Pre-Bid Meeting	Thursday June 7, 2016 @ 2:00 pm
Site Visit / Location Review	Must be completed prior to submission of bid
Questions Deadline	Thursday, June 9, 2016 @ 12:00 noon
Release of Addendum	Friday, June 10, 2016
Bids are due	Monday June 13, 2016 prior to 3:00 pm
Evaluation of Bids	To be determined
Award Date	To be determined

END OF SECTION

I. SCOPE OF WORK

A. **LANDSCAPE MAINTENANCE LOCATIONS**

1. The areas to be maintained, including the boundaries of service, are shown on designated maps found in this bid (Maps A-AH, AN).
2. Subject to budget funding, additional areas to be maintained are shown on designated maps found in this bid (Maps AI – AM).

B. **LANDSCAPE MAINTENANCE SERVICE**

1. Remove weeds and cultivate bedding area to maintain a well-groomed appearance. Weeds shall be removed with the root, or cut below grade so that there is no remaining portion of the weed visible.
2. Trim and prune shrubs and groundcovers as needed, taking the design intent into consideration.
3. Remove suckers from base of small caliper trees, such as Crape Myrtles and similar. Such removal is to be performed with hand pruners only. Line trimmers may not be used.
4. Remove leaves and trash from landscape beds and tree wells.
5. No application of pesticides to landscape beds may be made without the prior written consent of the designated City of Wylie Contract Administrator (herein called "Contract Administrator").

C. **MAINTENANCE AREAS**

1. Areas at the included sites designated as "Landscape Beds and Tree Wells", will be included in the maintenance rotation. For the purposes of this contract, Landscape Beds are assumed to be defined areas in which ornamental plants have been planted, and which may or may not include a mulch layer. Tree wells will be defined as the area immediately surrounding a planted tree, which is covered in a layer of mulch.

D. **MAINTENANCE SCHEDULE**

1. All sites shall be visited for maintenance twice per month **with a minimum of 10 calendar days between visits** in the months of March, April, May, June, July, August, September, and October.
2. All sites shall be visited once per month **with a minimum of 20 calendar days between** visits in the months of November, December, January, and February.
3. All landscape maintenance services defined in paragraph 2 above shall be performed on each site visit.

II. VENDOR QUALIFICATIONS AND REQUIREMENTS

Vendor must be trained and proficient in providing landscape maintenance services. A substantial portion of vendor's portfolio should include large, highly visible, high profile commercial or governmental properties of like size and type.

A. **WORK SCHEDULING**

1. Vendor or vendor's field supervisor shall provide an accurate written schedule via email to the Contract Administrator or designee at least 3 days prior to the beginning of a new service month, and must receive written approval from contract administrator before proceeding. The schedule should conform to the days and times outlined for service. If vendor is ahead of schedule or gets behind in schedule, a new schedule must be submitted and approved by Contract Administrator. Each property under this contract shall be serviced per the requirements listed in Section I, "Scope of Work". All work is to be performed between the hours of 6:00am and 4:00PM. Vendor may be required to work beyond the normal working hours stated above if deficencies are cited or weather requires. Successful bidder or bidders will complete services as scheduled unless instructed otherwise by Contract Administrator regardless of weather conditions.

B. **SCHEDULE CHANGES AND WORK QUANTITIES**

1. All changes in schedule will require prior written instructions or permission from Contract Administrator. Contract Administrator also reserves the right to reschedule maintenance cycles, based upon need, prevailing weather conditions, and available funding. Any stated quantities of cycles per site per year shall be estimates only and shall not constitute a guaranteed amount to be paid to the vendor.

C. **SAFETY REQUIREMENTS**

1. Vendor shall provide all required safety signage, barricades, and flashers/strobes. All employees shall have proper safety devices and equipment, including *safety vests with company name, and hearing and eye protection.*
2. All equipment and personal protective equipment shall meet OSHA and TXDOT safety standards. Warning signs and barricading shall be in accordance with all local, state and/or federal laws. If a vendor is discovered working without necessary safety devices or equipment in place, they will be required to stop all work in progress. Vendor will not be allowed to return to work until adequate safety equipment and/or devices are in place.

D. **VENDOR CONTACT INFORMATION**

1. During term of agreement, vendor must provide to Contract Administrator: an address of the company and company phone number in addition to valid e-mail addresses, and working cell phone numbers for the primary field supervisor or designee, with decision making responsible for this contract.

E. **FIELD SUPERVISOR**

1. The Field Supervisor should not be involved in a substantial portion of the company's maintenance or administrative duties. The Field Supervisor's primary duties should involve inspecting the work of subordinates in the field and ensuring contract compliance. The Field Supervisor should have effective written and oral communication skills in English. Please provide the Field Supervisor's duties, and percentage of time bidder expects Field Supervisor to commit to this contract on "Attachment F – Field Supervisor Information & Emergency Contact Information"

F. **COORDINATION**

1. Telephone calls and emails must be answered during normal working hours Monday thru Friday between 7:00 AM and 4:00 PM with an expected maximum 2-hour return time for all calls when a message is left. Emails sent before noon should be responded to in the same day during normal working hours. Emails sent in the afternoon should be responded to no later than the following morning by 9:00 A.M. All emails require a response for the city's records.

G. **INSPECTION REPORTS**

1. The Field Supervisor is expected to thoroughly inspect the work of their subordinates. The Field Supervisor is expected to drive to each site listed in this bid package and physically inspect the landscape maintenance areas on the day service is performed. The Field Supervisor must submit to the Contract Administrator, via email, an inspection report (checklist with field notes) within 48 hours of the completion of a maintenance rotation, detailing the inspections, site visits, deficiencies cited and corrected, and any other information that is pertinent to the contract. See "Attachment 'J' Sample Weekly Inspection Report."

H. **EMPLOYEE CONDUCT**

1. Vendor and employees must remain courteous to the public and City of Wylie employees at all times while at the work site. Conflicts, or potential conflicts between required work and public use of a location, shall be reported to the Contract Administrator. Employees may not bring non-employee personnel with them while completing their duties on City of Wylie property.
2. Vendor shall remove any personnel at will or that is deemed by the City to be negligent, incompetent, or endangers persons or property.
3. The employees of vendor will not consume/possess alcohol or tobacco products, or use/possess or be under the influence of any illegal drugs, or be performance impaired while using prescription medications while on City property and/or while carrying out the requirements of this agreement. The vendor shall immediately remove any such employee from the work site.
4. Notification to vendor of complaints concerning the aforementioned shall be in writing if time and circumstance permits. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible.

I. **EMPLOYEE APPEARANCE**

1. Vendor shall require its employees to report to work in clean uniforms in good condition, including shirt, pants, and **OSHA approved safety vest (when required)**. Uniforms worn by employees shall indicate vendor's name and employee's name in a manner clearly identifiable to the public. Safety vests should also have vendor's name stenciled on the back in a manner that is clearly identifiable to the public. Vendor must ensure that employees properly wear required uniform at all times. If a vendor's employees are discovered working without necessary uniforms or safety vests, they will be required to stop all work in progress. Vendor will not be allowed to return to work until all employees are in required uniforms and safety vests.

III. EQUIPMENT, SUPPLIES, ADDITIONAL SERVICES AND INVOICING

A. EQUIPMENT & CONDITION

1. Vendor shall possess such equipment as will be necessary for the successful completion of the maintenance requirements, including trucks or other vehicles suitable for the transport of employees and removal of weed debris and litter, and hand tools suitable for the proper pruning of shrubs and removal of tree suckers.

2. All equipment used on job sites shall be kept in good and safe operating condition at all times. Equipment repairs or service of equipment, such as routine maintenance, will not be allowed on City property unless necessary to restore equipment mobility.

3. Vendor shall ensure that all vehicles and trailers utilized under this contract will be clean, free of mud, dirt and grime, without noticeable rust spots and faded paint. All vehicles, trailers, and rider type equipment used by vendor shall be identified with company name or logo, with vehicle identification numbers conspicuously displayed on door or side panels. Properly done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification.

B. SUPPLIES

1. Vendor will be required to furnish all supplies and/or materials utilized under this contract (with the exception of replacement plant materials under Attachment C). Vendor will be required to submit to the City a list of all products to be used during the execution of this contract for approval.

C. ADDITIONAL SERVICES

1. The City may request additional services for replacement of plant material in landscape areas. Additional services will be mutually agreed upon in writing, and invoiced per Attachment "D" – Additional Services for replacement of plant material.
2. The City may request additional services for winter pruning of ornamental grasses at selected sites. Additional services will be mutually agreed upon in writing, and invoiced per Attachment "N"- Additional Services for pruning of ornamental grasses.
3. Contract Administrator will notify successful bidder or bidders at least one week in advance, when possible, of the need for plant material replacement services.

D. INVOICING

1. Vendor shall invoice monthly for completed maintenance cycles. However, only fully completed cycles will be considered for payment, and no invoice will be considered for payment until all work has been accepted by Contract Administrator.

IV. LAWS AND ORDINANCES:

A. LAWS

1. Vendors must conform to all City, local, state, and federal laws, regulations and guidelines. (Instructions for Bidding: Paragraph 16)

B. **LITTER AND DEBRIS**

1. At no time shall any litter or debris be blown or washed in to the street, in to traffic lanes, down gutters/waterways, down storm drains or on to private property. This is to protect against contaminants entering in to storm water watershed areas.

C. **VEHICLES AND RIDER TYPE EQUIPMENT**

1. All vehicles, rider type equipment, and trailers shall comply with all safety standards required by the State of Texas. Vehicles and Rider type equipment shall be outfitted with amber safety strobes and lights. Vehicle operators are required to have appropriate state licenses and shall comply with all federal, state, and local laws governing the operation of motor vehicles. All vehicles, trailers, and rider type equipment used by vendor shall be identified with company name or logo, with vehicle identification numbers conspicuously displayed on door or side panels. Standard vehicles such as trucks or vans used in the execution of this contract shall remain in designated street or parking areas. At no time are these vehicles to be driven on the grass, trails, or walkways. This includes vehicles used by supervisors or company officers.

V. WARRANTY

A. **SITE INSPECTIONS**

1. Upon completion or during service of each mapped area in the cycle, the City will perform inspections as necessary to ensure vendor is performing the contracted work as intended and described within these specifications. If deficiencies are cited the vendor must make corrections within 24 hours or as mutually agreed upon by vendor and Contract Administrator.

B. **PERFORMANCE DEFICIENCIES**:

1. If vendor fails to correct to City's satisfaction, deficiencies sited during the inspection process, the City will require a corrected invoice or a credit memo for the amounts in dispute prior to any payment made. In addition, the City retains the right to secure an alternate vendor to make these corrections. Should this occur, any increased costs for corrective actions, shall be the sole responsibility of the defaulting vendor.

C. **DAMAGE LIABILITY:**

1. Vendor is responsible at all times for any damage caused by any company representative or employee, vehicles, and/or equipment, to public or private properties, including damage to fixtures, signage, landscape materials and vehicles. The cost of any and all repairs is the responsibility of the vendor, and repairs shall be made within a mutually agreed upon time by the Contract Administrator.

F. VENDORS SUBMITTALS

INSURANCE CERTIFICATES & ENDORSEMENT PAGES - Vendors must submit insurance certificates and endorsement pages indicating coverage as list on "City of Wylie Insurance Requirements".

Attachment "A" - **Client Work History** All locations to be serviced in this contract are high profile, highly visible properties. Work history should reflect properties consisting of a similar size and scope. This can be office buildings, public buildings, or public parks with restrooms, and must include up-to-date contact information. Contact information will be used by City of Wylie Parks Division staff for verification and references. Work History should include the entity's main office number in addition to office numbers and email addresses for the person/persons responsible for administrating the contract or work provided. Work history should not contain work *not directly performed* by Vendor's Company.

Attachment "B"– BID FORM Bid form lists each site and its associated MAP. Pricing is requested for Twice Monthly Services (March – October) and Once Monthly Services (November – February) per Section I Scope of Work, paragraph D of the bid specification.

Attachment "C" - BID FORM ADDITIONAL/ALTERNATE SITES Bid form for additional sites. Award of sites on Attachment "C" are subject to budgetary funding and may be awarded in whole or in part. Bid form lists each site and its associated MAP. Pricing is requested for Twice Monthly Services (March – October) and Once Monthly Services (November – February) per Section I Scope of Work, paragraph D of the bid specification.

Attachment "D" - ADDITIONAL SERVICES FOR REPLACEMENT OF PLANT MATERIAL This pricing will NOT be used in the evaluation process. This pricing is option, and would be referenced on an as needed basis for services that are beyond the scope of this Bid.

Attachment "E" - EMPLOYEE PROFILE & EQUIPMENT LIST

Attachment "F" - SUPPLY & PRODUCT LISTING

Attachment "G" - FIELD SUPERVISOR INFORMATION & EMERGENCY CONTACT INFORMATION

Attachment "H" – **SITE VISIT AFFIDAVIT** It is a requirement that ALL vendors perform a self-guided property site visit. Once completed, ALL vendors must then prepare a copy of the "Site Visit Affidavit". The properly completed document must be included in vendor bid submittals.

Attachment "I" - CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAW

Attachment "J" – SAMPLE WEEKLY INSPECTION REPORT

Attachment "K" - AFFIDAVIT OF NO PROHIBITED INTEREST

Attachment "L" - VENDOR ACKNOWLEDGEMENT FORM

Attachment "M" - CONFLICT OF INTEREST QUESTIONNAIRE

Attachment "N" - ADDITIONAL SERVICES

City of Wylie Insurance Requirements

By submitting a quote or bid the vendor is acknowledging the insurance requirements, and is asserting that if awarded a written contract or purchase order, the vendor will comply with all insurance requirements as specified herein within 10 days of request by the City. Should the contractor fail to submit the required insurance certificate within 10 days of request, vendor understands that they shall be deemed non-responsive and forfeit any applicable bid bond. Vendor also acknowledges that in award of a contract, the bid specification and subsequent purchase order constitutes a written contract and all insurance requirements are in effect.

Vendors performing work on City property or public right-of-way for the City of Wylie shall provide the City a certificate of insurance and accompanying endorsement pages evidencing the coverage and coverage provisions identified herein. Vendors shall provide the City evidence that any/all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Wylie.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks, and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Minimum Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability (including tort liability of another in a business contract) f) Product Damage to City Property or others.	$1,000,000 per occurrence, $2,000,000 general aggregate; Or $2,000,000 Products/Completed Operations Aggregate	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating
Business Auto Liability	$500,000 each accident	City to be listed as additional insured
Workers' Compensation & Employers' Liability	$500,000 each accident for bodily injury; or $500,000 each employee for bodily injury by disease	City to be provided a Waiver of Subrogation

Questions regarding this insurance should be directed to the City of Wylie,
Nancy Leyva, Buyer at (972) 516-6131

ATTACHMENT "A"
W2016-69-A
CLIENT WORK HISTORY

VENDOR: _____ Totals of Years in Business: _____

- **CURRENT CONTRACTS**:

Bidder is to list all active contracts of similar size and scope of work

1. Client Name: _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Brief description of service provided and number of sq. feet serviced _____
   _____
   _____

2. Client Name: _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Brief description of service provided and number of sq. feet serviced: _____
   _____
   _____

3. Client Name: _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Brief description of service provided and number of sq. feet serviced: _____
   _____
   _____

4. Client Name: _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Brief description of service provided and number of sq. feet serviced: _____
   _____
   _____

5. Client Name: _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Brief description of service provided and number of sq. feet serviced: _____
   _____
   _____

- **FORMER CONTRACTS**:

Bidder is to provide information regarding former contracts:

1. Client Name: _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Brief description of service provided: _____
   _____
   _____
   Reason for contract ending: _____

2. Client Name: _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Brief description of service provided: _____
   _____
   _____
   Reason for contract ending: _____

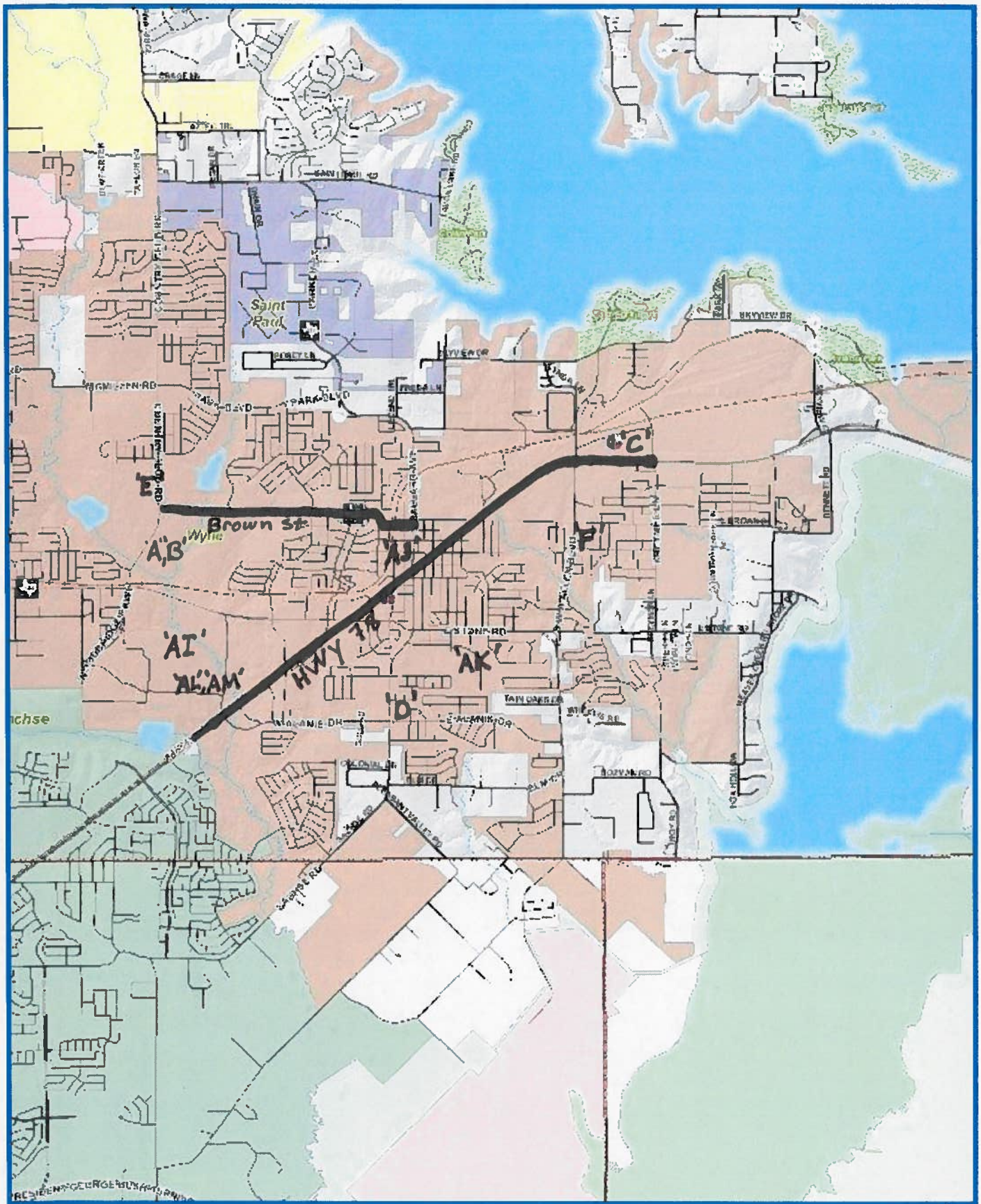
3. Client Name: _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service:_____
   Brief description of service provided: _____
   _____
   _____
   Reason for contract ending: _____

In the last three years, have you been released or removed from a job prior to the job being completed?

YES _____ NO _____ If yes, give reason(s) _____

CITY OF WYLIE
WORK SITE LOCATION OVERVIEW MAP

Area Overview



Collin County Interactive
www.collincountytexas.gov

N

DISCLAIMER
Source data compiled from Collin County database. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for boundary dispute or locational conflict.

ATTACHMENT "B"
W2016-69-A
BID SHEET
SEE MAPS A-AH, AN

Vendor: _____

BASE BID

Please provide a lump sum bid for the entire list of sites, for services as defined in section 'B' above.

Site List:

Wylie Municipal Complex
300 Country Club Rd. Bldgs. 100, 200, 300
Wylie, TX 75098
Map 'A'-'B'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

Wylie Public Safety Complex
2000 N HWY 78
Wylie, TX 75098
Map 'C'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

Fire Station #1
1401 S Ballard Ave
Wylie, TX 75098
Map 'D'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

Fire Station #2
555 Country Club Rd.
Wylie, TX 75098
Map 'E'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

Fire Station #3
210 N W.A. Allen
Wylie, TX 75098
Map 'F'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

HWY 78 Medians
From City Limit South adjoining Sachse to
City Limit North near Spring Creek Pkwy
Maps 'G' – 'S'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

West Brown Street Medians
From Ballard Ave to Country Club Rd.
Maps 'T' – 'AH'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

Brown House
301 N Ballard Ave
Wylie, TX 75098
Map 'AN'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

TOTAL BID AMOUNT (Annual Price): _____

TOTAL BID AMOUNT: (Monthly Service March - October):_____

TOTAL BID AMOUNT: (Monthly Service November - February):_____

PER SQUARE FOOT PRICE FOR LANDSCAPE BEDS WHICH MAY BE ADDED DURING THE TERM OF THE

CONTRACT: _____

ATTACHMENT "C"
W2016-69-A
BID SHEET
SEE MAPS AI-AM

Vendor:_____

Additional/ Alternate Sites

Please provide a per-site bid for services as defined in section 'B' above for the sites listed below:

Founders Park
851 Hensley Lane
Wylie, TX 75098
Map 'AI'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

Bart Peddicord Community Center
100 West Oak Street
Wylie, TX 75098
Map 'AJ'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

Wylie Senior Recreation Center
800 Thomas Street # 100
Wylie, TX 75098
Map 'AK'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

Municipal Service Center
949 Hensley Lane, Bldgs. 100, 200, 400
Wylie TX 75098
Maps 'AL' – 'AM'

BID AMOUNT: (Annual Price):_____

BID AMOUNT: (Monthly Service March - October):_____

BID AMOUNT: (Monthly Service November - February):_____

ATTACHMENT "D"
W2016-69-A

ADDITIONAL SERVICES FOR REPLACEMENT OF PLANT MATERIAL *

VENDOR: _____

*Note - Information provided in this section will not be used for evaluation purposes.

PER UNIT PRICING FOR THE BELOW-LISTED PLANTS:

Crape Myrtle (*Lagerstromia indica 'tuscarora')* 45 Gal.	$_____
Redbud *(Cercis Canadensis)* 45 Gal.	$_____
Possumhaw Holly *(Ilex decidua)* 45 Gal.	$_____
Wax Myrtle *(Myrica cerifera)* 45 Gal.	$_____
Sideoats Grama *(Bouteloua curtipendula)* 3 Gal.	$_____
Yaku-Jima Grass *(Miscanthus sinensis 'yaku-jima')* 3 Gal.	$_____
Red Autumn Sage *(Salvia greggi 'Furman's Red')* 3 Gal.	$_____
Mexican Brush Sage *(Salvia leucantha)* 3 Gal.	$_____
Bur Oak (Quercus macrocarpa) 45 Gal.	$_____
Red Oak (Quercus shumardii) 45 Gal.	$_____
Cedar Elm (Ulmus crassifolia) 45 Gal.	$_____
Vitex (Vitex agnus-castus) 10 Gal.	$_____
Desert Willow (Chilopsis linearis) 15 Gal.	$_____
Mexican Feather Grass (Nasella tenuissima) 3 Gal.	$_____
Gulf Muhly Grass (Muhlenbergia capillaris) 3 Gal.	$_____
Weeping Lovegrass (Eragrostis curvula) 3 Gal.	$_____
Mexican Petunia *(Ruella brittoniana)* 1 Gal.	$_____

Chinese Pistache *(Pistacia chinensis)* 45 Gal. $_____

Standard Nandina *(Nandina domestic)* 3 Gal. $_____

'Harbour Dwarf' Nandina *(Nandina domestica 'Harbour dwarf')* 1 Gal. $_____

Dwarf Yaupon Holly *(Ilex vomitoria 'Nana')* 3 Gal. $_____

LIST ANY ADDITIONAL PRICING STRUCTURES OR DISCOUNTS AVAILABLE:

_____

_____

_____

ATTACHMENT "E"
W2016-69-A

EMPLOYEE PROFILE AND EQUIPMENT LIST

Vendor: _____

Employee Profile

- Number of full-time hourly employees employed by the business currently _____
- Number of part-time hourly employees employed by the business currently _____
- Number of salaried supervisory employees employed by the business currently _____
- Number of employees classified as sub-contractors working on this contract _____

Equipment List - Vendors must list all equipment owned, or leased that they plan to use for the execution of this contract.

NOTE: If vendor does not currently have in possession an adequate amount of equipment to perform the contract as stated, but plans to purchase or lease equipment to be used on this contract, they must provide complete information concerning the lease and/or purchase of such equipment. Documentation must include all contact information concerning the place of purchase and/or lease. Vendor must also disclose the means in which the equipment will be acquired. All information provided by the vendor will be verified by City of Wylie Park Division staff.

City of Wylie Parks Division staff will verify all information and reserves the right to conduct a site visit to the qualified Proposer's place of business upon award recommendation.

Equipment Description	Owned	Leased
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT "F"
W2016-69-A

Supply and Product List

Vendor: _____

Supply and Product List:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT "G"
W2016-69-A

FIELD SUPERVISOR INFORMATION & EMERGENCY CONTACT INFORMATION

Vendor: _____

Field Supervisor's duties and percentage of time bidder expects Field Supervisor to commit to this contract:

_____

_____

_____

_____

_____

_____

EMERGENCY CONTACT INFORMATION:

NAME	EMAIL	OFFICE TELEPHONE	AFTER HOURS TELEPHONE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ATTACHMENT "H"
W2016-69-A
SITE VISIT AFFIDAVIT

The undersigned authorized representative of:

_____
(Company or Firm Name)

I affirm that each site bid upon above, including Add/ Alternates bid on, has been visited and reviewed by a representative of the company prior to the bid being submitted; that the sites are accepted in their current condition; and that all duties can and will be performed in accordance with the bid specifications and any resulting contract. I also understand that falsification of this document can result in disqualification or my bid and/or termination of any resulting contract.

_____ _____
Authorized Representative Date

ATTACHMENT "I"
W2016-69-A
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The bidder/proposer also certifies the following:

CERTIFICATION OF ELIGIBILITY

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES (Form 1295)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.
Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

CONTRACTOR INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, CONTRACTOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER CONTRACTOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.

COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER: SIGNATURE PAGE

By: _____ Date: _____
Signature

Name: _____

Title: _____

Company Name: _____

Address: _____

_____

_____

SWORN AND SUBSCRIBED to before me this ____ day of _____, 20___ to certify with witness my hand and official seal.

_____
Notary Public in and for the State of Texas

ATTACHMENT "J"
SAMPLE INSPECTION REPORT

Vendor to submit sample of their own form

Weekly Site Inspection Report

For week ending: Submitted by:

Date Submitted:

Site	Last Service Date	Condition	Notes

ATTACHMENT "K"
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of _____and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of _____ is employed by the City of Wylie or is an elected or appointed official of the City of Wylie within the restrictions of the Wylie City Charter.

I am aware that Article XI-Section 5 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or service, except on behalf of the city as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall be subject to removal from his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the city council shall render the contract void.

I further understand and acknowledge that a violation of Article XI-Section 5 of the City Charter at any time during the term of this contract will render the contract voidable by the City.

_____
Name of Contractor

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____ §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

_____

Notary Public, State of _____

ATTACHMENT "L"
W2016-69-A
Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

_____

Phone/Fax of Principal Place of Business: _____

_____

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

_____

_____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 ____ #2_____ #3 _____ #4 _____ #5_____

ATTACHMENT "M"
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

ATTACHMENT "N"
W2016-69-A
BID SHEET

Additional Services- Winter pruning of ornamental grasses

Vendor: _____

HWY 78 Medians
From City Limit South adjoining Sachse to
City Limit North near Spring Creek Pkwy
Maps 'G' – 'S'

BID AMOUNT (per one pruning): _____

West Brown Street Medians
From Ballard Ave to Country Club Rd.
Maps 'T' – 'AH'

BID AMOUNT (per one pruning): _____

Municipal Service Center
949 Hensley Lane, Bldgs. 100, 200, 400
Wylie TX 75098
Maps 'AL' – 'AM'

BID AMOUNT (per one pruning): _____

MAPS A-AH & AN

MUNICIPAL COMPLEX

A

If you'd prefer to use a standalone version of this map, please **click here** .

MUNICIPAL COMPLEX

B

If you'd prefer to use a standalone version of this map, please **click here** .

PUBLIC SAFETY

C

If you'd prefer to use a standalone version of this map, please **click here** .

F.S. 1

D

If you'd prefer to use a standalone version of this map, please **click here** .

F.S. 2

E

If you'd prefer to use a standalone version of this map, please **click here** .

F.S. 3

F

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HWY 78

G

Scope to include all median tree wells, and ROW tree wells as indicated

If you'd prefer to use a standalone version of this map, please **click here** .

HWY 78

H

If you'd prefer to use a standalone version of this map, please **click here** .

Hwy 78

I

If you'd prefer to use a standalone version of this map, please **click here** .

Hwy 78

J

If you'd prefer to use a standalone version of this map, please **click here** .

HWY 78

K

If you'd prefer to use a standalone version of this map, please **click here** .

Hwy 78

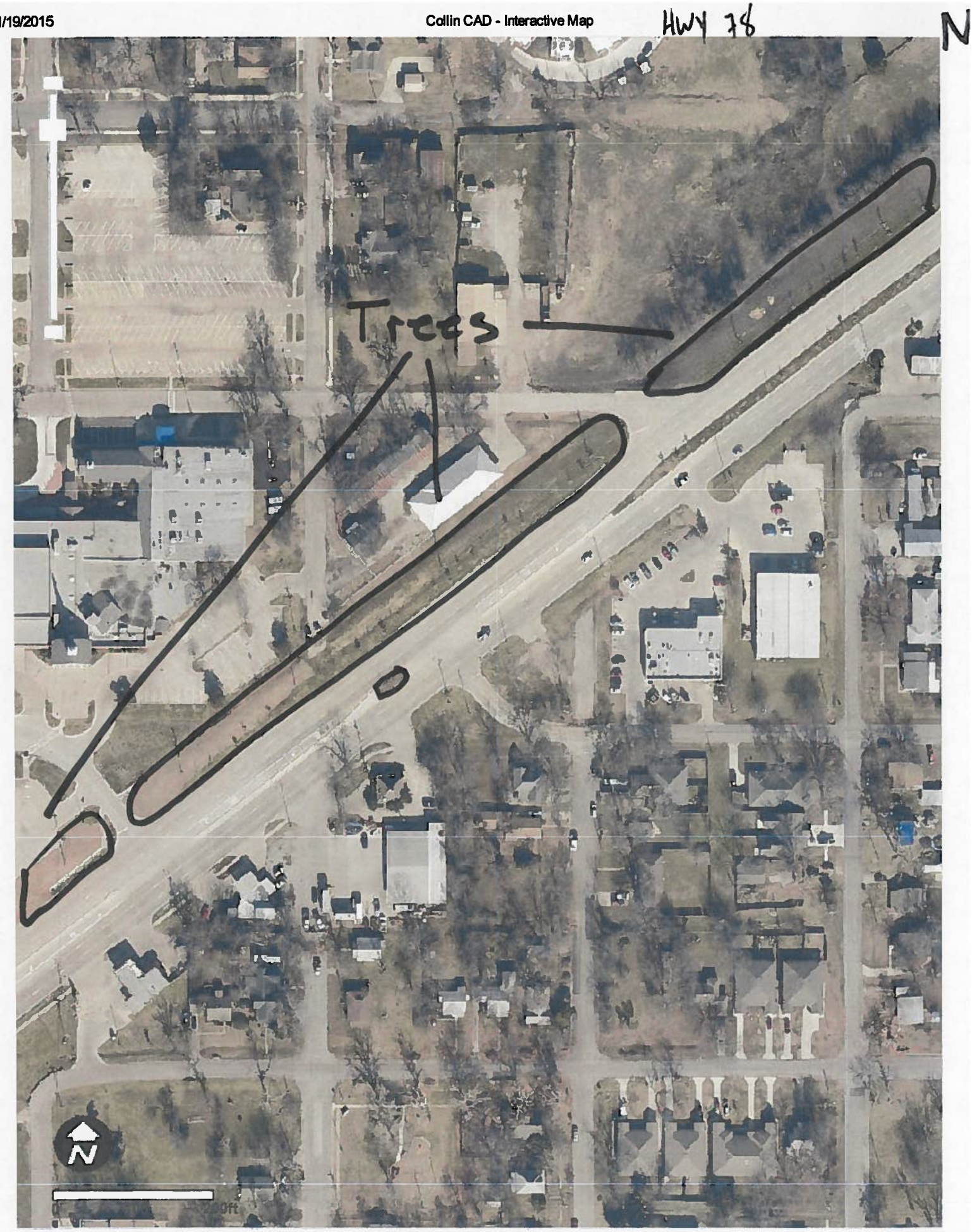
L

If you'd prefer to use a standalone version of this map, please **click here** .

Hwy 78

M

If you'd prefer to use a standalone version of this map, please **click here** .



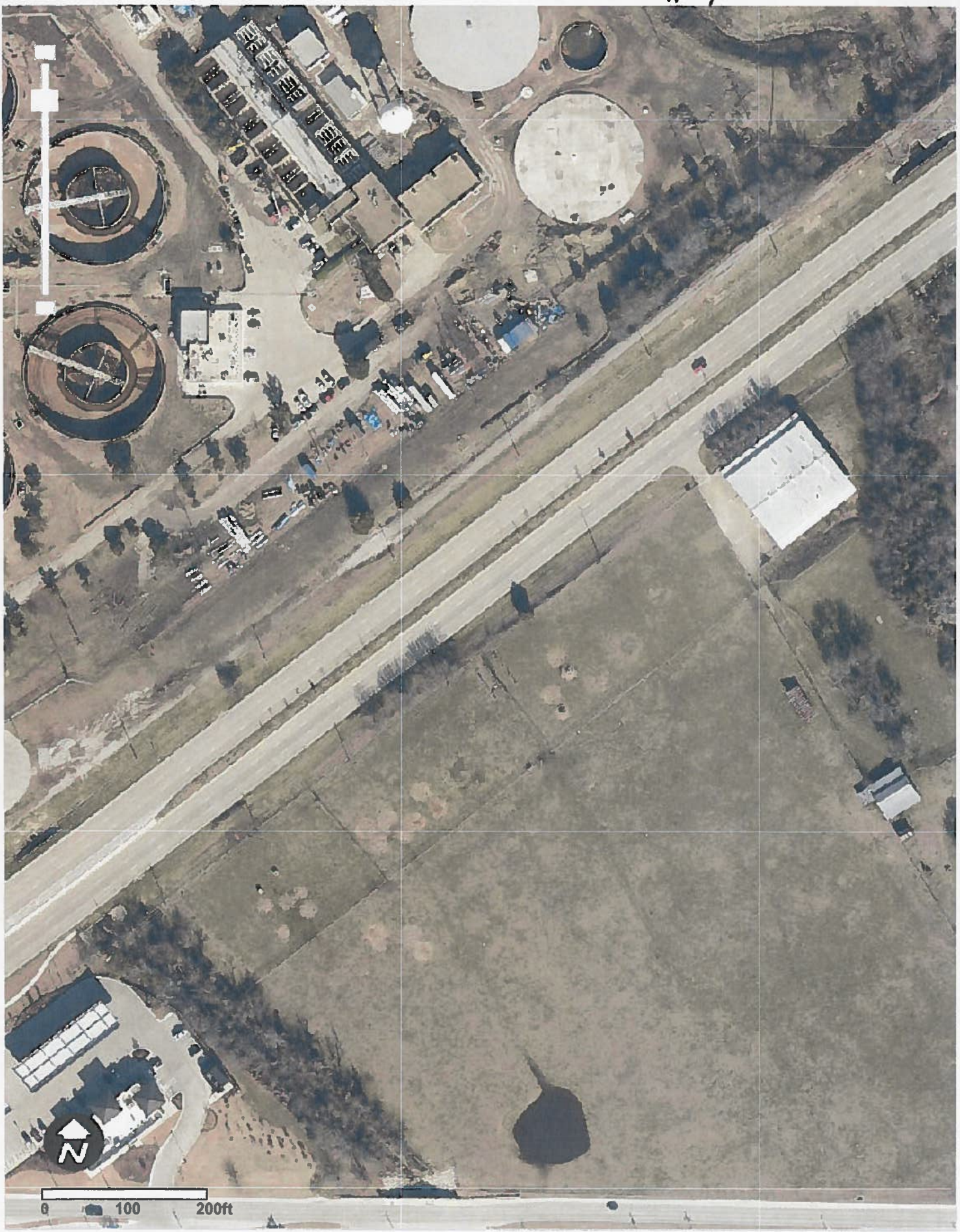
If you'd prefer to use a standalone version of this map, please **click here** .

Hwy 78

If you'd prefer to use a standalone version of this map, please **click here** .

HWY 78

P



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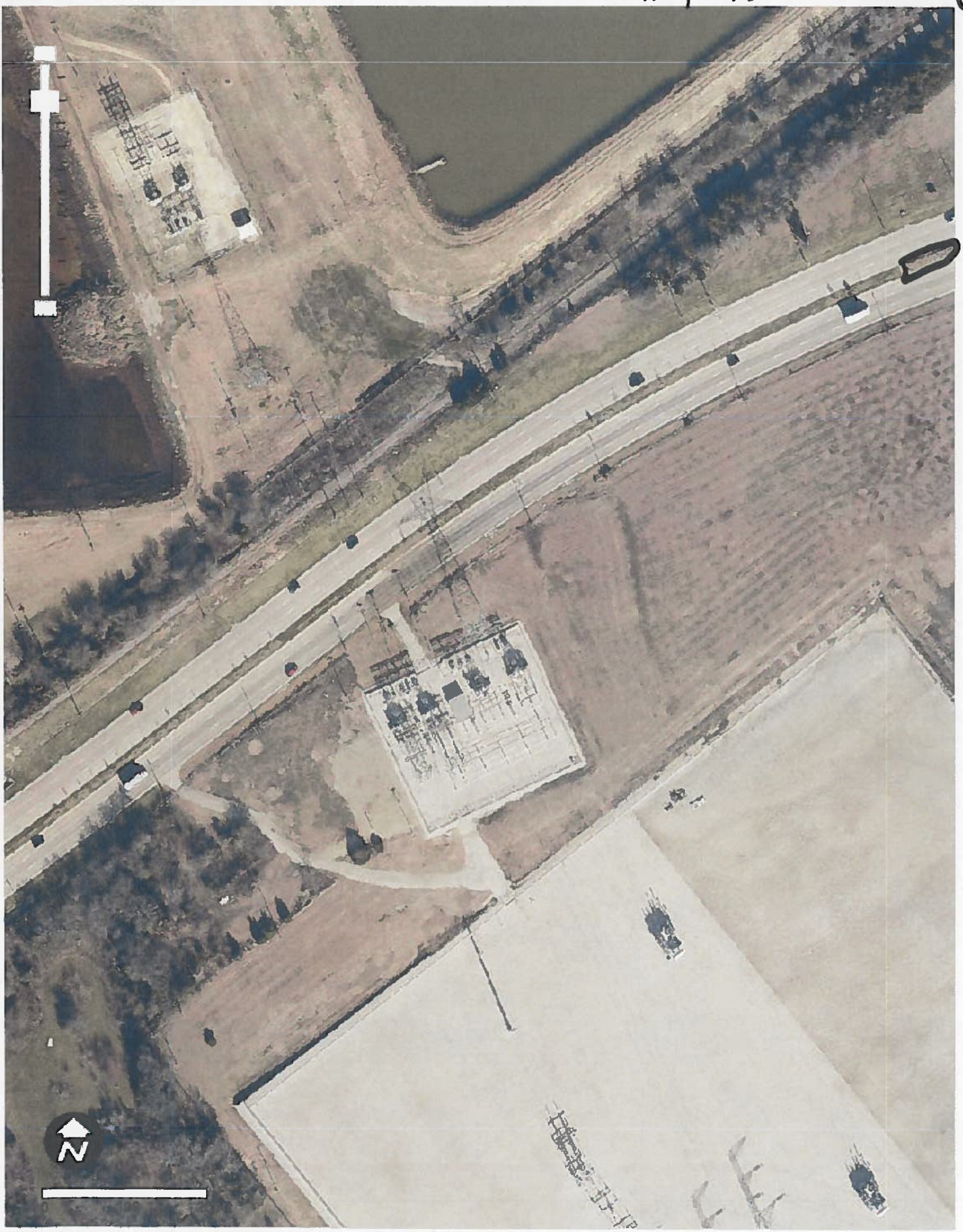
Hwy 78

G



If you'd prefer to use a standalone version of this map, please **click here** .

HWY 78

R

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Hwy 78

S

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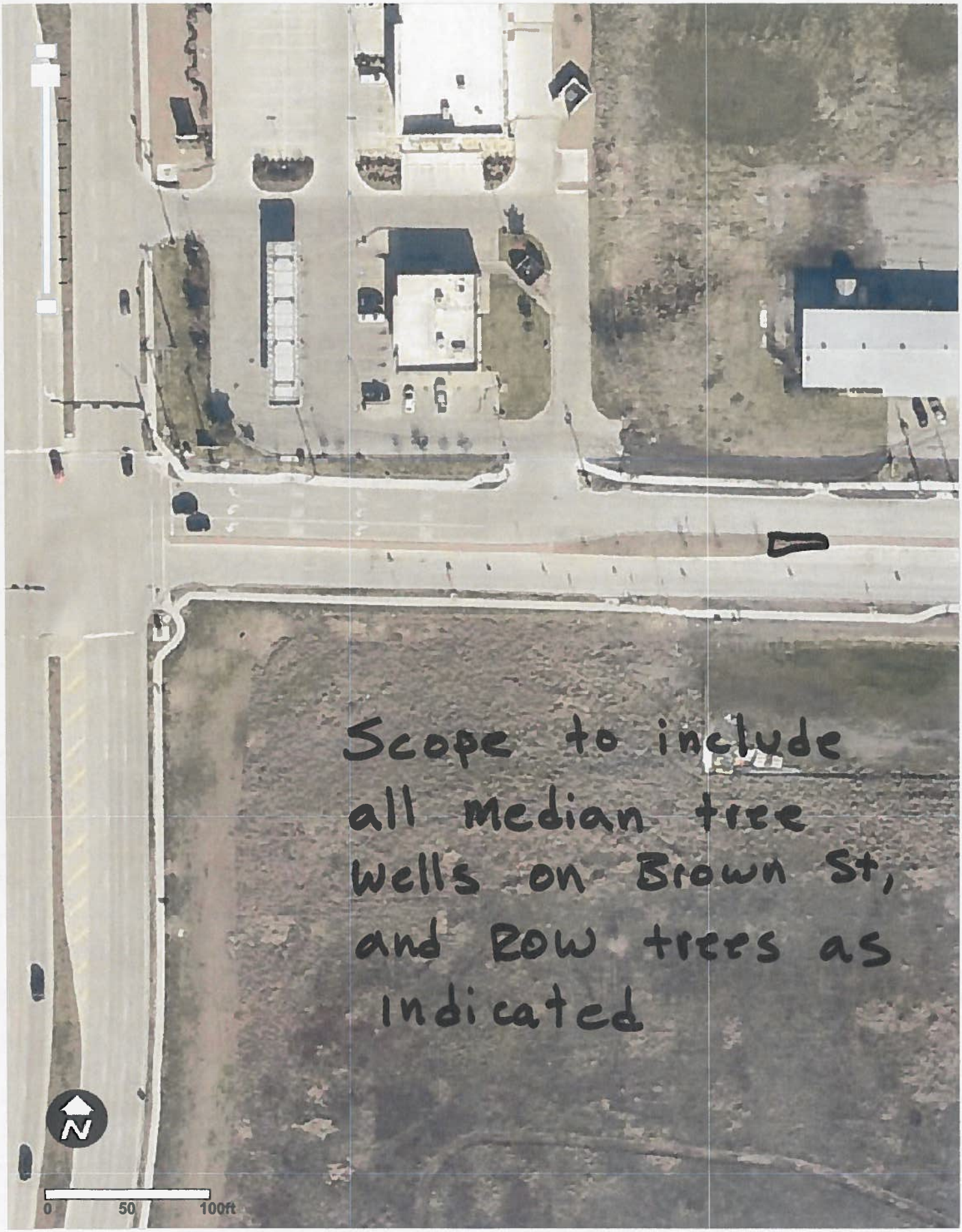
BROWN ST.

T



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Z

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A

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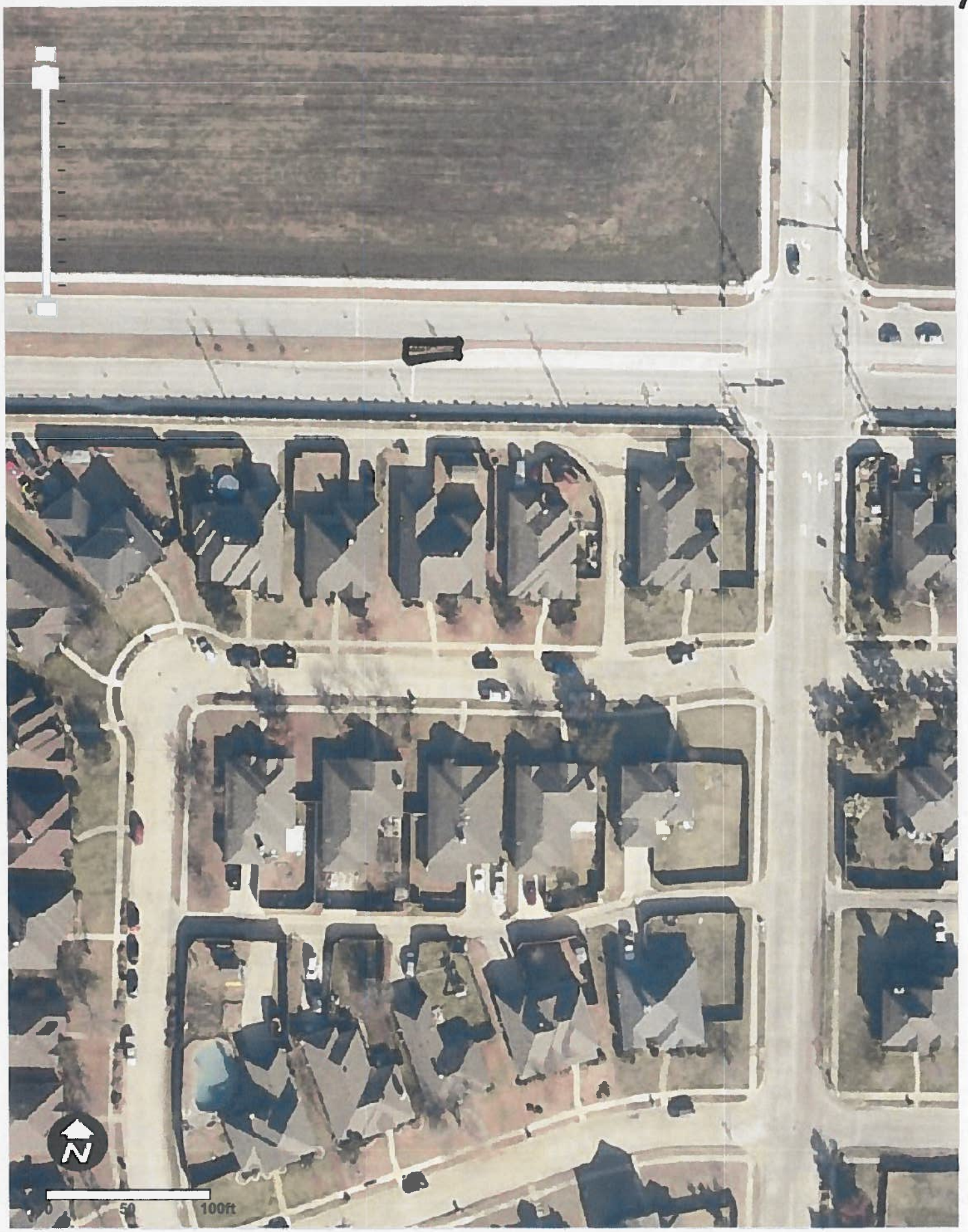
A1



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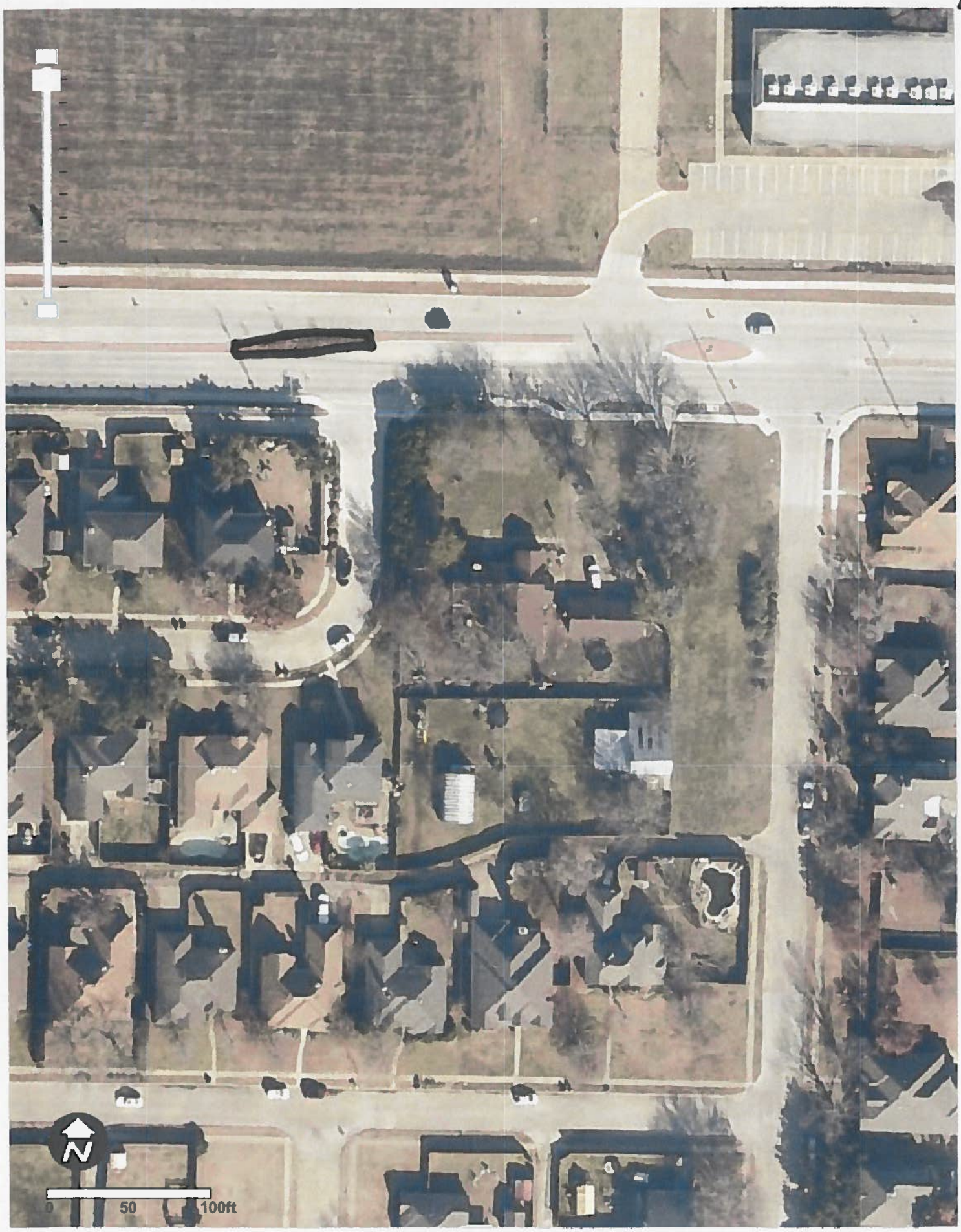

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MAP 'AN

Google Maps

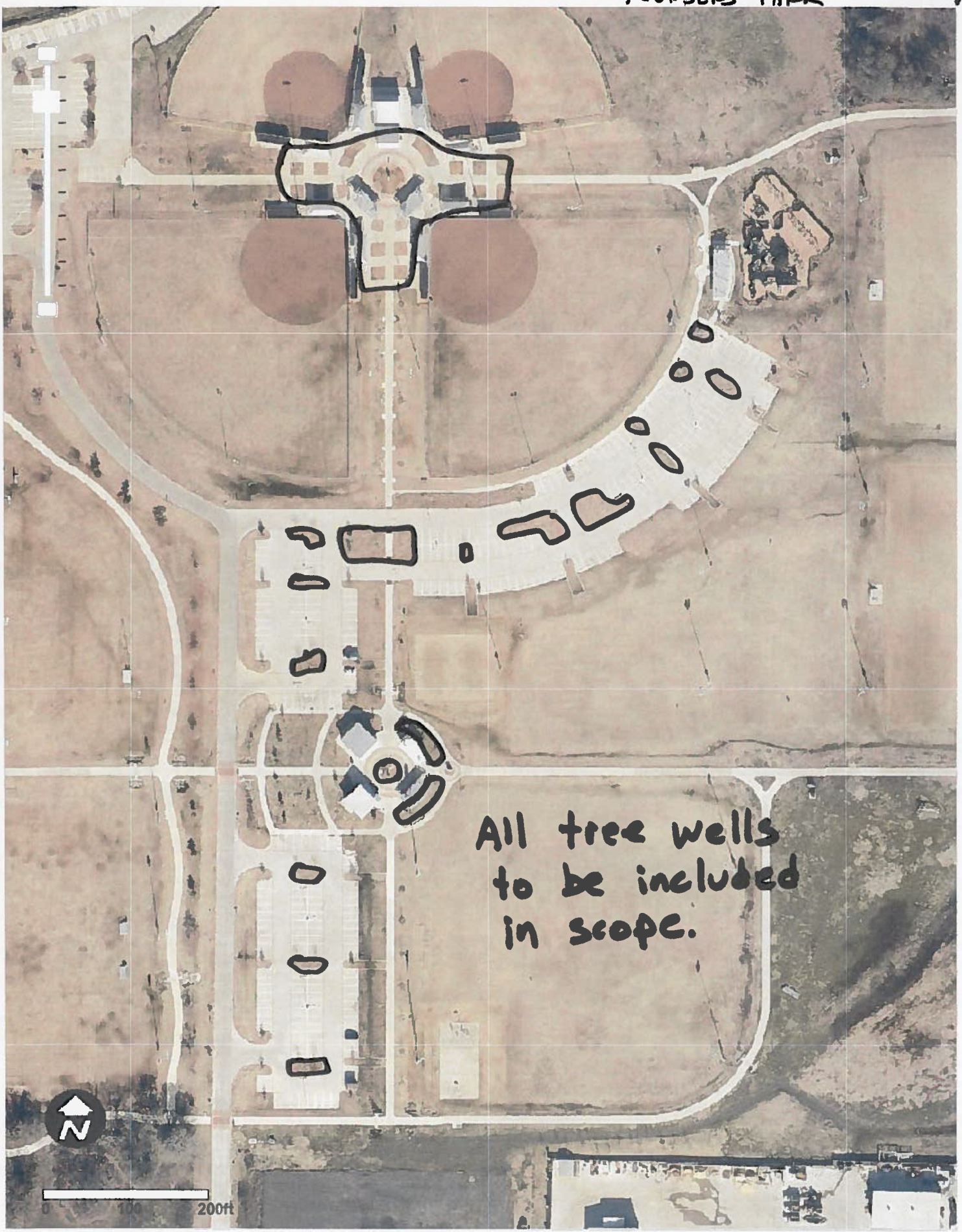
Imagery ©2016 Google, Map data ©2016 Google 50 ft

Google Maps

MAPS AI-AM

FOUNDERS PARK

A



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 COMMUNITY CENTER A.

If you'd prefer to use a standalone version of this map, please click here .

SENIOR CENTER A

If you'd prefer to use a standalone version of this map, please **click here** .

SERVICE CENTER

A1

If you'd prefer to use a standalone version of this map, please **click here** .

SERVICE CENTER

A

If you'd prefer to use a standalone version of this map, please **click here** .