

**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**



OPENING DATE: 10 AM – MONDAY, AUGUST 10, 2020

BID NUMBER 21-1000

**SEALED BIDS, SUBJECT TO THE PROPOSAL DOCUMENTS HERETO ATTACHED,
FOR LAWN MAINTENANCE SERVICES, ARE BEING ACCEPTED.**

**BY SUBMITTING A BID, VENDOR HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS OF
THE BID DOCUMENTS, AND TO ALL TERMS AND CONDITIONS OF THE CONTRACT.**

OCTOBER 01, 2020 – SEPTEMBER 30, 2021

Legal Name Of Contracting Company

Federal I.D.# (Company Or Corporation)

Social Security # (Individual)

DUNS # (if applicable)

Telephone Number

Email Address (*Notifications will be sent to this
email address*)

Contact Person

Title

Complete Mailing Address

City & State

Zip

Complete Street Address

City & State

Zip

BID NO. 21-1000

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BID SUBMISSIONS

VENDOR INSTRUCTIONS: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

DEADLINE

Bids must be received in the County Auditor's office prior to **9:00 am on Monday, August 10, 2020**. Bids will be publicly opened at 10:00 am or soon thereafter in the Wilson County Commissioners Courtroom, Wilson County Courthouse, 1420 3rd Street, Floresville, Texas 78114.

Late bids will not be accepted under any circumstances!

SUBMITTAL

Completed Bid Proposals, original and one (1) copy, must be in a sealed envelope clearly marked with "LAWN MAINTENANCE SERVICES", "BID NUMBER 21-1000", and "AUGUST 10, 2020" written in the lower left-hand corner of the envelope containing the bid.

PROPRIETARY INFORMATION

Proprietary information, if any, submitted to Wilson County in response to this Bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

ADDRESS

Sealed bids may be hand-delivered or mailed to the Wilson County Auditor, 1420 3rd Street, Suite 109, Floresville, Texas 78114.

METHODS

All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

WITHDRAWAL OR ALTERATIONS OF BID

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

TAX EXEMPT STATUS

WILSON County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Vendor is to issue its Texas Resale Certificate to contractors and subcontractors for such items qualifying for this exemption, and further, vendor should state these items at cost.

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BID REQUIREMENTS

COMPLETED BID

A completed proposal means an original bid and one (1) copy must be submitted of each of the following: The Vendor Identification page (page 1), the Bid Submission Form (page 13), the Contract page (page 14), the Affidavit (page 15), and the Conflict of Interest Questionnaire (page 16 and page 17), W-9 (page 18), Form 1295 Certificate of Interested Parties (Page 19), "Attachment B"- Vendor Reference (page 26).

Each of these must be COMPLETED AND SIGNED. The contract will be binding only when signed by the County Judge, Wilson County.

ADDENDA AND EXPLANATIONS

Explanations required by a prospective bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing addressed to the County Auditor, 1420 3rd Street, Suite 109, Floresville Texas 78114.

Any verbal statements regarding same by a person prior to the award shall not be authoritative and or binding.

Addenda issued to bidders prior to date of receipt of bids shall become part of the contract documents, and all bids shall include the work described in the Addendum.

Inquiries within five (5) working days of the date fixed for the submission and opening of the bids will not be given consideration.

ACKNOWLEDGEMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgement must be received by Wilson County by the time and at the place specified for receipt of bids.

LEGIBILITY

Bids must be legible and of a quality that can be reproduced.

BID MUST BE TYPED OR PRINTED IN INK

All entries must be TYPED OR PRINTED IN INK. Faxed bids will not be accepted.

FORMS

All bids must be submitted on the forms provided in the bid document. Changes to the bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after the submission deadline.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Wilson County's interpretation shall govern.

LATE BIDS

Bids received after submission deadline will not be opened and will be considered void and unacceptable. Wilson County is not responsible for lateness of mail, courier service, etc.

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RESPONSIBILITY

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required,
2. Be able to comply with the required or proposed delivery schedule,
3. Have a satisfactory record of performance, and
4. Be otherwise qualified and eligible to receive an award.

Wilson County may request representation and other information sufficient to determine the bidder's ability to meet these minimum standards listed above.

REFERENCES: In order to demonstrate to the Wilson County Commissioners' Court that the contractor is responsible, each bidder must furnish, with bid, a minimum of three references (Attachment B), concerning Lawn Maintenance Services, where like services are currently performed by his firm through contract and have been provided for a minimum of twelve (12) months. References must be from entities with buildings similar in size to those specified in this invitation for bids.

AWARD

CONTRACT PERIOD

The contract period is from October 01, 2020 through September 30, 2021.

FIRM PRICING

This price must be good for the entire period of the contract period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered.

FUNDING OUT CLAUSE:

Notwithstanding any contrary provision of this agreement, each payment obligation of the County created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for **Lawn Maintenance Services**. If such funds are not allocated and available, this agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time before such termination. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the County to terminate this agreement in order to purchase **Lawn Maintenance Services**.

CONTRACT AWARD:

Criteria utilized by Wilson County for determining the lowest responsible bidder includes, but is not limited to, whether the bidder meets the County's published specifications, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance.

Wilson County does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in the employment or provision of services or awarding of contracts.

SALES TAX

Wilson County is, by statute, exempt from the State Sales Tax and Federal Excise Tax.

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CONTRACT

This Bid, when properly accepted by Wilson County, shall constitute a contract equally binding between the successful bidder and Wilson County. The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

Vendors are not authorized to officially begin work until a contract, signed by the County Judge, is executed and a duly authorized purchase order has been issued. Wilson County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.

REJECTION OR ACCEPTANCE:

Items may be awarded in total or in part at the sole discretion of the County. Bids may be rejected for some items or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Wilson County, Texas, reserves the right to accept or reject any and/or all bids for any or all services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Wilson County.

DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of this bid:

- Evidence of collusion among bidders
- Lack of competency
- Lack of responsibility as shown by past record
- Default on a previous county contract for failure to perform

CONTRACT ADMINISTRATION

Under this contract, Greg Hysaw, Wilson County Maintenance Supervisor, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance and inspection. The contract administrator will serve as liaison between Wilson County Commissioner's Court and the successful bidder.

TERMS AND CONDITIONS

CONFLICT OF INTEREST: No public official shall have interest in this contract in accordance with V.T.C.A., Local Government Code §171.002 and §171.003. A conflict of interest questionnaire shall be filled out in accordance with Local Government Code §176.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted with the bid submission.

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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 or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016; https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business agreement with any employee, official or agent of Wilson County.

DOCUMENTATION

Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT

Wilson County 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 County in the event of breach or default of this contract. Non-Performance of the bidder shall be a basis for termination of the contract by the County. The County shall not pay for any commodities/services that are unsatisfactory.

Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

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FORCE MAJURE

Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

CANCELLATION OF CONTRACT

Either party may terminate this contract with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to, Wilson County Auditor, 1420 3rd Street, Suite 109, Floresville, Texas 78114. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

This contract will be immediately canceled if it is found by the Commissioner's Court that its continued performance endangers the citizens, personnel, property of Wilson County, or the environment.

SUCCESSFUL BIDDER:

Successful bidder shall at all times pay or cause to be paid, without cost or expense to Wilson County, all Social Security, Unemployment, and Federal Income Withholding Taxes of all his / her employees and all such employees shall be paid wages and benefits as required by Federal and / or State Law.

COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable federal, state and local laws and regulations.

INSURANCE

Within ten (10) days after the effective date of this agreement, and prior to providing any services authorized under this agreement, Operator shall furnish, at its sole cost and expense the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Operator shall, in the stated ten (10) day period, furnish to Wilson County, verification of the insurance coverage in the type and amount required herein, meeting all conditions in this agreement, by an insurance company acceptable to County and authorized to do business in the state of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the agreement and each extension period, if any.

(a) The following minimum insurance is required:

(i) *Commercial General Liability*: Operator shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$1,000,000.00 Products/Completed Operations Aggregate and a \$2,000,000.00 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

(ii) *Commercial Automobile Liability*: Operator shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$500,000.00 each occurrence with respect to the Operator's any owned, hired, and non-owned vehicles assigned to or used in performance of this contract.

(b) Operator agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions

(i) Name Wilson County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

(ii) Provide for thirty (30) days' notice to the County for cancellation, non-renewal or material change.

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- (iii) Provide for endorsement that the "other insurance" clause shall not apply to Wilson County where County is the additional insured on the policy.
- (iv) Provide notice to Wilson County of any changes to policy.
- (v) Operator agrees to waive subrogation against Wilson County, its officers and employees for injuries, including death, property damage or any other loss.
- (vi) Operator shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

INSURANCE LAPSES:

In the event Operator fails to maintain insurance as required by this contract, Operator shall immediately cure such lapse in insurance coverage at Operator's sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by Operator, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage.

OPERATOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO OPERATOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. OPERATOR, AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF OPERATOR'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR OPERATOR IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS OPERATOR MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY OPERATOR OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. OPERATOR AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

START OF WORK: Vendors are not authorized to officially begin work until a contract, signed by the proper parties, is executed. Wilson County accepts no liability of any kind for products or services furnished and / or delivered without proper authorization.

INVOICING

Invoices shall be sent directly to the Wilson County Auditor's office, attention Accounts Payable, 1420 3rd Street, Suite 109, Floresville, Texas 78114 or emailed to auditor@wilsoncountytexas.gov. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must be itemized in order to be processed for payment.

PAYMENT

Payment shall be made by check from the County upon satisfactory completion and acceptance of service and submission of the invoice. Payment inquiries should be directed to the Auditor's Office, Accounts Payable, 830-393-7304.

ASSIGNMENT OF CONTRACT

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Wilson County Commissioners Court. **No sub-contracting will be permitted.**

APPLICABLE LAWS: Vendor MUST COMPLY with all federal, state, county, and local laws.

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SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement

HOLD HARMLESS AGREEMENT

Contractor shall indemnify and hold Wilson County harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

NON-COLLUSION

The Vendor, by submitting a signed bid, certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

ANTI-TRUST LAWS: The Vendor hereby assigns to the County any and all claims for overcharges associated with this contract which arises under the anti-trust laws of the United States, 15, USCA section I et seq, and which arise under the anti-trust laws of the State of Texas, Tex. Bus. & Com. Code, section 15.1. et seq.

COST DISCUSSIONS

Prior to the public opening, all bids will remain sealed at the County. During this period, any discussion by any Vendor with any employee or authorized representative of the County involving cost information may result in rejection of said bid.

NON-DISCRIMINATION

The Vendor, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability.

BID SUBMISSION FORM

All bids shall be submitted on the attached Bid Submission Form. Bids not submitted on this form will be disqualified. This is a Competitive Bid - changes shall not be made to the Bid Form. Alterations to this Bid Form may be cause for rejection.

NOTHING ADDED TO BID

Nothing shall be added to this bid. Unsolicited attachments will be removed and discarded at opening and will have no bearing on the bid, price, specifications or any other terms of the contract.

WAIVER OF SUBROGATION

By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Wilson County as an indirect party to any suit arising out of personal or property damages resulting from contractor's performance under this agreement.

SUSPENSION, DEBARMENT, AND TERRORISM

Vendor certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local

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Government Entity and that Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list in Executive order 13224.

CITIZENSHIP OF EMPLOYEES

The Bidder warrants, by execution of this Bid proposal, that it has complied with all federal laws and requirements therefore regarding immigration and citizenship, and that all employees are qualified as required therein.

QUESTIONS REGARDING BID DOCUMENTS

Questions concerning this bid should be directed to the Wilson County Auditor's Office, 830-393-7304.

The County of Wilson does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

WILSON COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BIDS SUBMITTED, AND TO WAIVE ANY TECHNICALITIES FOR THE BEST INTEREST OF THE COUNTY.

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.

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LAWN MAINTENANCE SERVICES**

SPECIFICATONS

Wilson County is requesting bids for lawn maintenance services. The successful bidder agrees to maintain and assure a proper appearance of the Wilson County Government Facilities (see "Attachment A"- site locations). All work performed in fulfilling the requirements of this contract will be accomplished by competent personnel utilizing the highest professional maintenance methods. Contractor's equipment shall be adequate for the task and in good working order.

EQUIPMENT / PERSONNEL:

The contractor shall supply all equipment and personnel necessary for mowing lawns, weed eating, including edging along the sidewalks, curbs, flower beds, shrubs, air conditioning units, buildings and trees and sweeping all sidewalks.

SITE LOCATIONS (ATTACHEMENT A)

Maps of the below listed locations, "Attachment A", indicate the areas to be serviced within the red parameters.

- COUNTY COURTHOUSE COMPLEX, 1420 3rd Street, Floresville, TX
- ANNEX III COMPLEX AND ADJACENT PARKING LOT, 1103 4th Street, Floresville, TX
- CRIMINAL JUSTICE CENTER COMPLEX, 800 10th Street, Floresville, TX
- EXPO CENTER, 435 SH 97 E, Floresville, TX

MOWING:

- All turf areas will be mowed, weed-eated and edged on an average of every fourteen (14) days from the date of the signed contract, totaling 24 cuttings.
- The height of mowing shall be maintained consistently to prevent scalping or burning. The mowing height shall be appropriate for the turf species.
- Excess grass clippings shall be collected and disposed of. Adjacent sidewalks and streets shall be clean of clippings.

EDGING:

- All lawn edges along sidewalks and curbs shall be edged before each cut.
- A monofilament line trimmer shall be used to trim around obstacles within the lawn area. Care shall be taken to ensure that the bark of trees and shrubs are not damaged or stripped by the line trimmer.

TRIMMING:

- Established ground coverings bordering sidewalks and curbs shall be edged, trimmed and weeded as often as necessary to maintain appearance and prevent encroachment.
- Ground cover shall not be allowed to grow up walls, buildings or other obstacles except where directed by the Maintenance Department.
- Ground covers shall not be allowed to touch or cover the crowns of shrubs and trees. Some ground covers may require cutting back to remove woody growth and promote vigor. This shall be performed

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at the direction of the Maintenance Department.

- ALL TREE TRIMMING OR TRIMMING OF SHRUBS WILL BE BILLED SEPARATELY OF THE PROJECT. TREE TRIMMING WILL ONLY BE DONE AT THE REQUEST OF CLIENT.

WEED CONTROL:

- All areas shall be kept free of weeds. Chemical and/or mechanical means may be used as appropriate.
- All areas with natural ground shall be inspected for weeds on a bi-weekly basis. Weeding shall remove any undesirable or misplaced plant.
- Before applying herbicides, the type of weed shall be identified and the control selected accordingly, using the most effective control for the species, the location and the season.
- Weeds shall not be allowed to grow in paved areas such as driveways, walks, curbs, gutters, etc. Weeds may be removed manually or sprayed with a herbicide. Dead weeds shall be removed from the paved areas.
- Weeds shall be controlled in turf areas. Mowing is not an acceptable method for weed control.

DEBRIS REMOVAL

- Litter and trash including leaves, rubbish, paper, bottles, cans, rocks, gravel, and other debris shall be removed prior to cutting from all areas on a bi-weekly basis.
- Hardscape (i.e. sidewalks, patios, driveways) shall be swept or blown free of debris bi-weekly after each cutting.
- All refuse resulting from maintenance operation of properties shall be disposed of at locations designated by the Maintenance Director.

SURFACES

- Paved sidewalks, medians, bike-paths and patio areas shall be swept or blown off with a power blower on a bi-weekly basis after cutting.

REPLANTING AND EXTRA WORK

- Plant material which dies through the fault or neglect of the contractor or due to preventable circumstances, shall be replaced with a specimen of the same species and of equal or similar size as the plant lost, at no cost to the County. This must be coordinated with the Maintenance Department.
- Additional work may be requested by the County from time to time; prices shall be charged at the same per cut rate and billed on the monthly invoice accordingly.
- Bi-Weekly service billed monthly to Wilson County Auditor 1420 3rd Street, Suite 109, Floresville, TX 78114

Wilson County reserves the right to remove building location(s) prior to award of contract.

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BID SUBMISSION FORM

I, the undersigned, do hereby submit a bid to supply Lawn Maintenance Services for the period beginning October 01, 2020 and ending September 30, 2021 as per the attached bid specifications:

<u>County Courthouse Complex</u> , 1420 3 rd St., Floresville, TX	\$ _____/Service
<u>Annex III Complex & Adjacent Parking Lot</u> , 1103 4 th St, Floresville, TX	\$ _____/Service
<u>Criminal Justice Center Complex</u> , 800 10 th St., Floresville, TX	\$ _____/Service
<u>Expo Center</u> , 435 SH 97 E, Floresville, TX	\$ _____/Service
<u>Total Bid Price for ALL Buildings Bi-Weekly</u>	\$ _____

Award of bid will be based on the TOTAL bi-weekly bid price for all lawn maintenance service locations.

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signature of individual authorized to represent
bidding firm

Printed name of individual authorized to represent
bidding firm

Title of individual authorized to represent bidding firm

Name of bidding firm

Date

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ANNUAL CONTRACT

The undersigned agrees, if this bid is accepted, to provide lawn maintenance services in accordance with the requirements set forth in this bid document.

The County reserves the right to accept or reject any bids submitted, and to waive any technicalities in the best interest of the County.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Bid:

Date

Printed Name and Title of Signer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Phone No.: _____ Fax No.: _____

The Commissioners Court of Wilson County, Texas does hereby agree to contract for the lawn maintenance services with _____ for the period between October 01, 2020 and September 30, 2021, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, 2020.

APPROVED:

ATTEST:

RICHARD L. JACKSON, COUNTY JUDGE

EVA S. MARTINEZ, COUNTY CLERK

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AFFIDAVIT

STATE OF TEXAS §

COUNTY OF WILSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the following, who
upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Notary Public in and for _____ County, Texas

Name of Bidder: _____

Signed by: _____

Title: _____

Date: _____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The County of Wilson does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government 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.</p> <p>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.</p>	OFFICE USE ONLY
1 Name of person doing business with local governmental entity.	Date Received
2	
<input type="checkbox"/> 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

Adopted 11/02/2005

**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

WILSON COUNTY INVITATION FOR BID: LAWN MAINTENANCE SERVICES

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

1295 Form must be completed online, see page 5-6 of this bid packet for filing instructions.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																											
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																													
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																													
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																													
4	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																						
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																									
		Controlling	Intermediary																																										
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																													
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																													
_____ Signature of authorized agent of contracting business entity																																													
AFFIX NOTARY STAMP / SEAL ABOVE																																													
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.																																													
<table style="width:100%; border: none;"> <tr> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> </tr> <tr> <td style="border: none; font-size: small;">Signature of officer administering oath</td> <td style="border: none; font-size: small;">Printed name of officer administering oath</td> <td style="border: none; font-size: small;">Title of officer administering oath</td> </tr> </table>				_____	_____	_____	Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath																																				
_____	_____	_____																																											
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath																																											
ADD ADDITIONAL PAGES AS NECESSARY																																													

**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

WILSON COUNTY

IMPORTANT

BIDDER'S / PROPOSER'S CHECKLIST

Check off each of the following as the necessary action is completed.

- The prices have been checked.
- The **VENDOR IDENTIFICATION** has been completed and included in your bid package. (Page 1)
- The **BID SUBMISSION FORM** has been completed, signed, dated and included in your bid package. (Page 13)
- The **CONTRACT** has been completed, signed, dated and included in your bid package. (Page 14)
- The **AFFIDAVIT** signed and notarized and included in your bid package. (Page 15)
- The **CONFLICT OF INTEREST QUESTIONNAIRE** has been completed, signed, dated and included in your bid package. (Page 16-17)
- The **W-9** has been completed and included in your bid package. (Page 18)
- The **Form 1295 Certificate of Interested Parties** has been completed and included in your bid Package. (Page 19)
- The "**ATTACHMENT B**"-**VENDOR REFERENCE** has been completed and included in your bid package. (Page 26)
- The mailing envelope has been addressed to:

Wilson County Auditor
1420 3rd Street, Suite 109
Floresville, Texas 78114
- The mailing envelope contains the original and one (1) copy.
- The mailing envelope has been sealed and marked:
 - Bid or proposal number
 - Name of the bid or proposal
 - Opening date

**WILSON COUNTY AUDITOR'S OFFICE WANTS TO THANK
ALL VENDORS FOR THEIR PARTICIPATION.**

**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

ATTACHMENT A

SITE LOCATIONS

Areas to be serviced are within the red parameters of each locations map.

County Courthouse Complex, 1420 3rd St., Floresville, TX

Annex III Complex & Adjacent Parking Lot, 1103 4th St, Floresville, TX

Criminal Justice Center Complex, 800 10th St., Floresville, TX

Expo Center, 435 SH 97 E, Floresville, TX

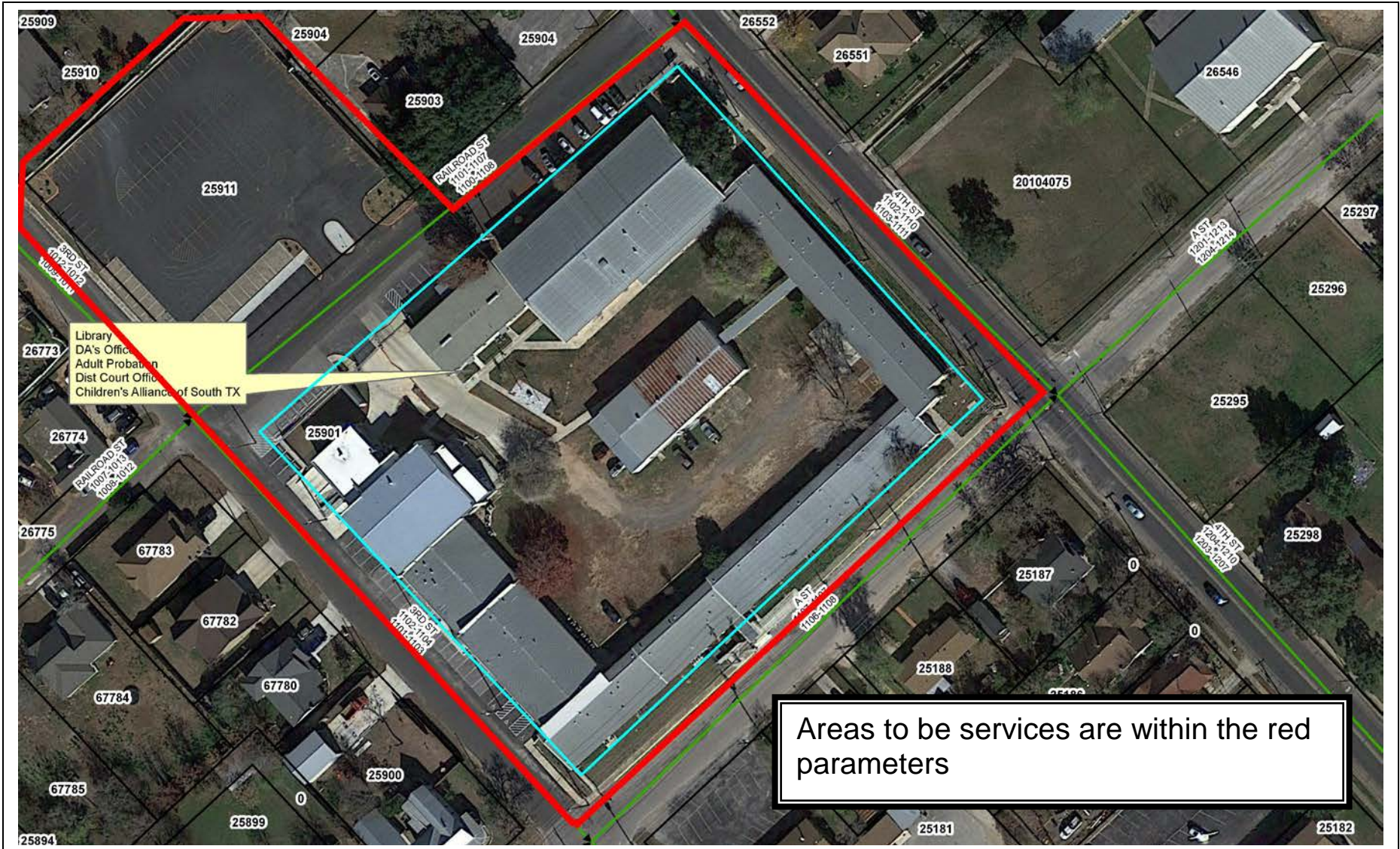
**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

**County Courthouse Complex
1420 3rd Street,
Floresville, TX 78114**



**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

**Annex III Complex & Adjacent Parking Lot
1103 4th Street,
Floresville, TX 78114**

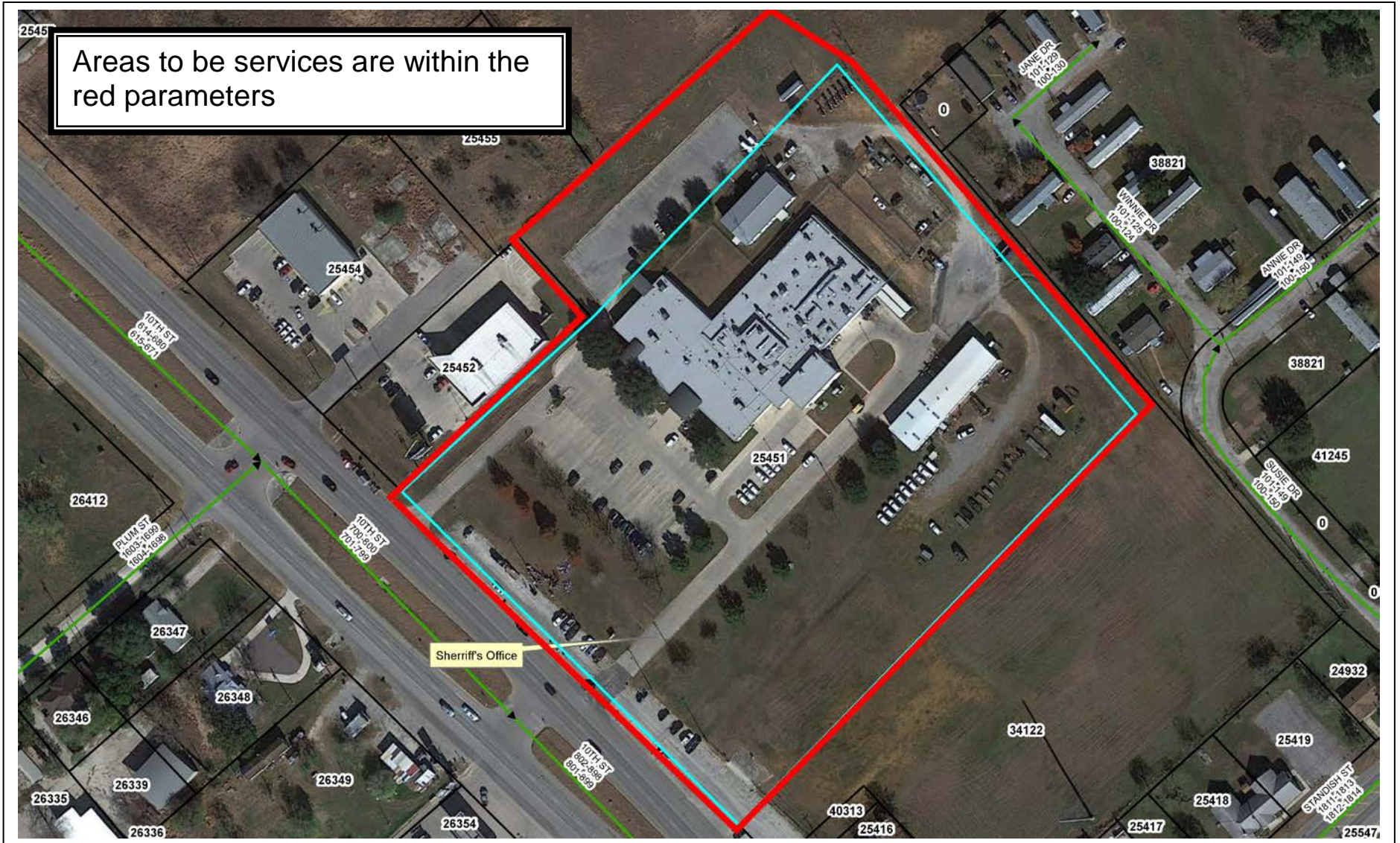


BID NO. 21-1000

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**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

**Criminal Justice Center
800 10th Street,
Floresville, TX 78114**



BID NO. 21-1000

**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

**Expo Center
435 SH 97 E.,
Floresville, TX 78114**



BID NO. 21-1000

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**WILSON COUNTY INVITATION FOR BID:
LAWN MAINTENANCE SERVICES**

ATTACHMENT B

**VENDOR REFERENCES
REFERENCES FORM- MINIMUM REQUIRED THREE (3)**

Name & Address: _____

Person to Contact: _____

Telephone Number: _____

Briefly describe type of service performed and length of contract:

Name & Address: _____

Person to Contact: _____

Telephone Number: _____

Briefly describe type of service performed and length of contract:

Name & Address: _____

Person to Contact: _____

Telephone Number: _____

Briefly describe type of service performed and length of contract:

