

City of Johnson City



Request for Bid for Landscaping Services

Bids Due: Friday, Oct. 28, 2022 at 3 p.m.
P.O. Box 369, Johnson City, Texas 78636
(830) 868-7111 (830) 868-7718 fax

I. Background and Scope of Service

The City of Johnson City, Texas ("City" or "Municipality" or "Municipal") is distributing this Request for Bid ("RFB") to evaluate potential Respondents who are interested in providing professional and qualified Irrigation, Landscape Improvement, Tree Trimming / Tree Replacement, and Landscape Maintenance Services within Municipal park facilities, welcome signage, and along Municipal rights-of-way (See Exhibit 1).

The intent of this RFB is to communicate the City's requirements and to provide Respondents with sufficient information to enable them to prepare responses. The City intends to select a service provider prior to November 30, 2022.

This RFB is not an offer to enter into a contract with respondents. Only the execution of a written contract will bind the City in accordance with the terms and conditions in such contract. This RFB represents the City's request to receive Bids from respondents that are interested in providing Irrigation, Landscape Improvement, Tree Trimming / Tree Replacement, and Landscape Maintenance Services within Municipal park facilities, welcome signage, and along Municipal rights-of-way.

This RFB does not commit the City to award a contract, to pay any costs incurred in the preparation of a Bid in response to this RFB, or to procure or contract services or supplies. The City reserves the right to accept or reject any or all Bids received pursuant to this RFB, to negotiate with one or all qualified vendors, or to cancel in part or in its entirety this RFB if it is in the best interest of the City to do so. The City may require the respondent(s) selected to participate in negotiations and to submit technical or other revisions of their Bid, as a result of any such negotiations. The City reserves the right to interview respondent(s) prior to awarding a contract. The lowest priced Bid will not necessarily be the one which is accepted.

The term of the contract shall be for a period not to exceed three (3) years, with an option to renew for two, one-year periods. The City shall pay the winning Respondent a fixed rate for all services, as outlined within Section II. The winning Respondent will be required to comply with Best Management Practices for its industry and all applicable City, State, and Federal laws and comply with all changes in City, State, and Federal laws within thirty (30) days after the change is made,

or sooner if required by law. Changes resulting in a significant financial impact to the contractor will be addressed by the City at the request of the respondent in the form of a change order or amendment to the contract, if determined by the City to be necessary.

No portion of this contract may be assigned or sublet by the winning Respondent without prior notification to and written authorization of the Chief Administrative Officer. If such permission is granted, the sub-contractor will be obligated for all charges as if the sub-contractor were a part of the winning Respondent's company. All required insurance and regulations will be kept in force for the duration of the sublet.

The City will waive any and all required Municipal permits and fees, if applicable.

Scope of Service

Irrigation Services

Irrigation Services shall include a pre-proposal inspection of all of the below irrigated areas and a proposal to repair, as necessary, all existing irrigation systems in order for each to perform as originally installed. All valve and controller boxes shall be repaired / replaced and made lockable to prevent future damage / manipulation.

Irrigation System	Location
Memorial Park*	105 E. Main St.
Community Park	620 N. Nugent Ave.
Community Park Walking Trail	Between Aquatic Center and E. Ash Dr.
Rainwater Collection System	620 N. Nugent Ave. (Near Pavilion)

* See Memorial Park irrigation note under Landscape Improvement Services below.

Landscape Improvement Services

Landscape Improvement Services shall include a pre-proposal inspection and a proposal to rehabilitate and/or renovate all of the below landscaped areas in accordance with their respective designs:

Location	Scope of Work
Memorial Park 105 E. Main St.	<ul style="list-style-type: none"> • Chop limestone edging / transition. • Decomposed granite walkways / open areas. • Zoysia sod. • Planting beds, native pollinator plants, and soil amendments. • 2 additional spray zones for planting beds.





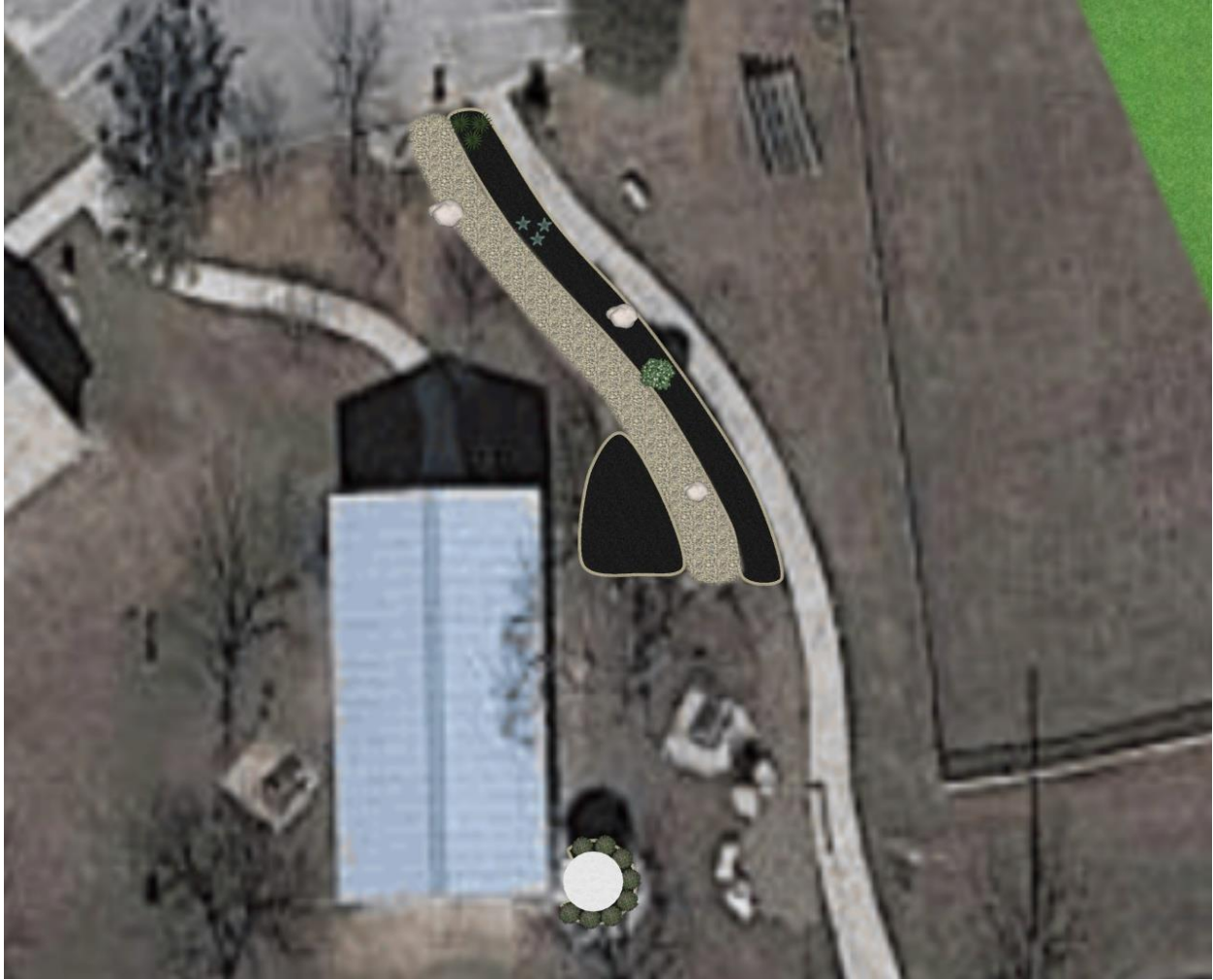






Location	Scope of Work
Community Park 620 N. Nugent Ave. (Between parking lot and skate park and adjacent to rainwater collection tank.)	<ul style="list-style-type: none"> • Site cleanup / prep. • Chop limestone edging. • Rework rock swale. • Planting beds, native pollinator plants, and soil amendments.





Tree Trimming / Tree Replacement Services

Tree Trimming / Tree Replacement Services shall include a pre-proposal inspection and a proposal to remove dead limbs and ball moss from the following select trees or install new trees in accordance with the following:

Tree Trimming -

Tree	Location
Live Oak	City Hall, 303 E. Pecan Dr.
Live Oak	Fronting Johnson City Bank, 100 E. Pecan Dr.
Live Oak	Community Park Walking Trail (near pedestrian bridge), 620 N. Nugent Ave.
Live Oaks (Qty. 4)	Memorial Park (fronting US Hwy. 290 / Main St.), 105 E. Main St.

Tree Replacement -

The City anticipates replacing / planting approx. 25 dead or dying trees in the Community Park, along the Community Park Walking Trail, and within Memorial Park. Respondents shall provide an installed price per tree size below:

Tree	Installed Price
Native 30 Gallon Tree Installed	\$
Native 45 Gallon Tree Installed	\$
Native 60 Gallon Tree Installed	\$

Landscaping Services

Landscaping Services shall include a pre-proposal inspection and the maintenance of all landscape material within Municipal park facilities, welcome signage, and along Municipal rights-of-way, as indicated in Exhibit 1, in accordance with the following chart:

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Site Visits	●	●	●	●	●	●	●	●	●	●	●	●	42
Mow	●	●	●	●	●	●	●	●	●	●	●	●	42
Line Trim	●	●	●	●	●	●	●	●	●	●	●	●	42
Backpack blowing	●	●	●	●	●	●	●	●	●	●	●	●	42
Hard Edge	●	●	●	●	●	●	●	●	●	●	●	●	21
Turf Insecticide - Spot Treat	●	●	●	●	●	●	●	●	●	●	●	●	42
Fertilizer		●							●				2
Pre-emergent Weed control		●							●				2
Post-emergent Weed control		●						●	●				3
SHRUBS AND BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Spray Roundup/Herbicide	●	●	●	●	●	●	●	●	●	●	●	●	42
Shear Shrubs - Maintenance Prune			●	●	●	●	●	●	●	●			8
Pre-emergent Weed Control		●											1
Fertilization		●											1
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Prune safety hazards to 8 ft.	●												1
Pre-Emergent Weed Control		●											1
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Curb/Gutter Weed Control	●	●	●	●	●	●	●	●	●	●	●	●	21
Waste / Debris Removal													Bid Upon Request
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Monthly Inspection	●	●	●	●	●	●	●	●	●	●	●	●	12
SEASONAL COLOR/ MULCH/ ROCK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Seasonal Color Rotation													Bid Upon Request
Rock Replenishment													Bid Upon Request
Mulch			●				●						2

II. Qualifications

Contractors must demonstrate the resources, expertise and ability to complete the aforementioned activities. Previous involvement with similar projects will be an important factor in evaluating the qualifications of the Contractor.

III. TERM OF CONTRACT

The term of the contract shall be for a period not to exceed three (3) years, with an option to renew for two, one-year periods. The City reserves the right to lower the term of the contract before contract execution.

IV. PRE-SUBMITTAL CONFERENCE

A non-mandatory pre-submittal conference will be held for this RFB on Oct. 19, 2022 at 2 p.m. at Johnson City City Hall, 303 E.

Pecan Dr., Johnson City, TX 78636. Only written responses placed on the City website shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding upon the City.

V. BID REQUIREMENTS

One (1) hard copy of the RFB response must be submitted. **Bids must be received by the City no later than 3:00 p.m. CST on Friday, Oct. 28, 2022 at City Hall.** Submittal should be in a sealed envelope labeled "Landscape RFB" with the name and address of the Respondent on the outside. The envelope will be time and date stamped and initialed by the City employee accepting the submitted envelope. Respondent will receive a receipt acknowledging acceptance by the City.

Respondent's Bid shall include the following items in the following order. The bid must be delivered bound together on or before the time and date specified above.

- A. RESPONDENT QUESTIONNAIRE: Complete and submit Section I. Scope of Service, and RFB Attachment A, Respondent Questionnaire.
- B. RESPONDENT CERTIFICATION: Complete and submit RFB Attachment B, Proposer's Certification.
- C. STATEMENT OF BUSINESS RESPONSIBILITY: Complete and submit RFB Attachment C, Statement of Business Responsibility.
- D. LITIGATION DISCLOSURE FORM: Complete and submit RFB Attachment D, Litigation Disclosure Form.
- E. INSURANCE REQUIREMENTS: Respondents shall submit a copy of their current insurance certificate(s) as RFB Attachment E, Insurance Requirements.
- F. INDEMNIFICATION REQUIREMENTS: Complete and submit RFB Attachment F, Indemnification Requirements.
- G. SIGNATURE PAGE: Complete, sign, and submit RFB Attachment G, Signature Page.

Respondent is expected to examine this RFB carefully, understand the terms and conditions for providing the services listed herein, and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S BID BEING**

DEEMED NON-RESPONSIVE AND, THEREFORE, DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFB

Changes, amendments, or addenda to this RFB may be posted on the City's website at <http://www.johnsoncitytx.org> under "Public Bidding Notices." It is Respondent's responsibility to review this site and ascertain whether any amendments have been issued or posted prior to submission of a Bid. A Respondent who does not have access to the Internet must notify the City that the Respondent wishes to receive copies of amendments / addenda to this RFB by mail or fax.

VII. SUBMISSION OF BIDS

- A. Respondents shall submit one (1) original copy, signed in ink, of the Bid clearly marked on the front of the package "Landscape RFB."
- B. All Bids must be received by the Chief Administrative Officer no later than 3:00 p.m., Central Time, on Friday, Oct. 28, 2022 at the address below. Any Bid received after this time shall not be considered. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt by the Chief Administrative Officer by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Physical Address: Chief Administrative Officer
City of Johnson City, Texas
303 E. Pecan Dr.
Johnson City, Texas 78636

Mailing Address: Chief Administrative Officer
City of Johnson City, Texas
P.O. Box 369
Johnson City, Texas 78636

Bids sent by facsimile or email will not be accepted.

- C. All provisions in Respondent's Bid, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a Bid is accepted, throughout the entire term of the contract.

- D. All Bids shall become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- E. Any cost or expense incurred by the Respondent that is associated with the preparation of the Bid or during any phase of the selection process shall be borne solely by Respondent.

VIII. EVALUATION CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all Bids received in response to this RFB. Each Bid will be analyzed to determine overall responsiveness and qualifications under the RFB.

If the City elects to conduct interviews, Respondents may be interviewed and re-evaluated based upon these same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services.

Bids should be organized to clearly address the criteria listed below, all of which will be used to evaluate each submittal:

1. Firm experience.
2. Technical competence.
3. Capability to perform.
4. Past performance of the firm's team and members of the team.
5. Firm reputation.
6. Quality of firm's goods or services.
7. Firm's past relationship, if any, with the City.
8. Firm experience with public-sector clients.
9. Understanding of the functional and operational requirements of Landscaping Services.
10. Current workload and staff size.
11. Positive responses of references.
12. Explanation of service capabilities and response time.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFB.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Bid(s) is deemed most advantageous to City.
- C. City may accept any Bid(s) in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection of or alternate RFB on the part of City.
- D. City reserves the right to accept one or more Bid(s) or reject any or all Bid(s) received in response to this RFB and to waive informalities and irregularities in the Bid(s) received. City also reserves the right to terminate this RFB and reissue a subsequent solicitation and/or remedy technical errors in the RFB process.
- E. No work shall commence until City signs the contract document(s) and Respondent(s) provide(s) the necessary evidence of insurance, as required in this RFB and the Contract. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the winning Respondent(s) and commence negotiations with another Respondent(s).
- F. This RFB does not commit City to enter into a Contract, award any services related to this RFB, nor does it obligate City to pay any costs incurred in preparation or submission of a Bid or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions and that none of the parties hereto

will have authority to bind the others or to hold out to third parties that it has such authority.

J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with a City, shall file a completed conflict of interest questionnaire with the City Secretary not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for Bids or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Secretary. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Secretary, P.O. Box 369, Johnson City, TX 78636. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Secretary, 303 E. Pecan Dr., Johnson City, Texas 78636. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

X. SCHEDULE OF EVENTS

The following is a list of projected dates / times with respect to this RFB:

Non-Mandatory Pre-Submittal Conference

Wednesday, Oct. 19, 2022, 2:00 p.m.

Final Questions Accepted

Wednesday, Oct. 26, 2022, 4:00 p.m.

Bids Due

Friday, Oct. 28, 2022, 3:00 p.m.

XI. PERFORMANCE AND PAYMENT BONDS

The Government Code mandates that a city contracting for public work in excess of \$50,000 shall require its contractor to execute a payment bond solely for the protection of beneficiaries who supply materials or labor to the public works

project and have a direct contractual relationship with the contractor.

The Government Code also mandates that a city contracting for public work in excess of \$100,000 shall require its contractor to execute a performance bond solely for the protection of the city. The performance bond protects the city in the event of a contractor default and/or termination.

Both the payment and performance bonds must be written for the total contract value and should be executed by a corporate surety in accordance with the Insurance Code prior to commencement of the work.

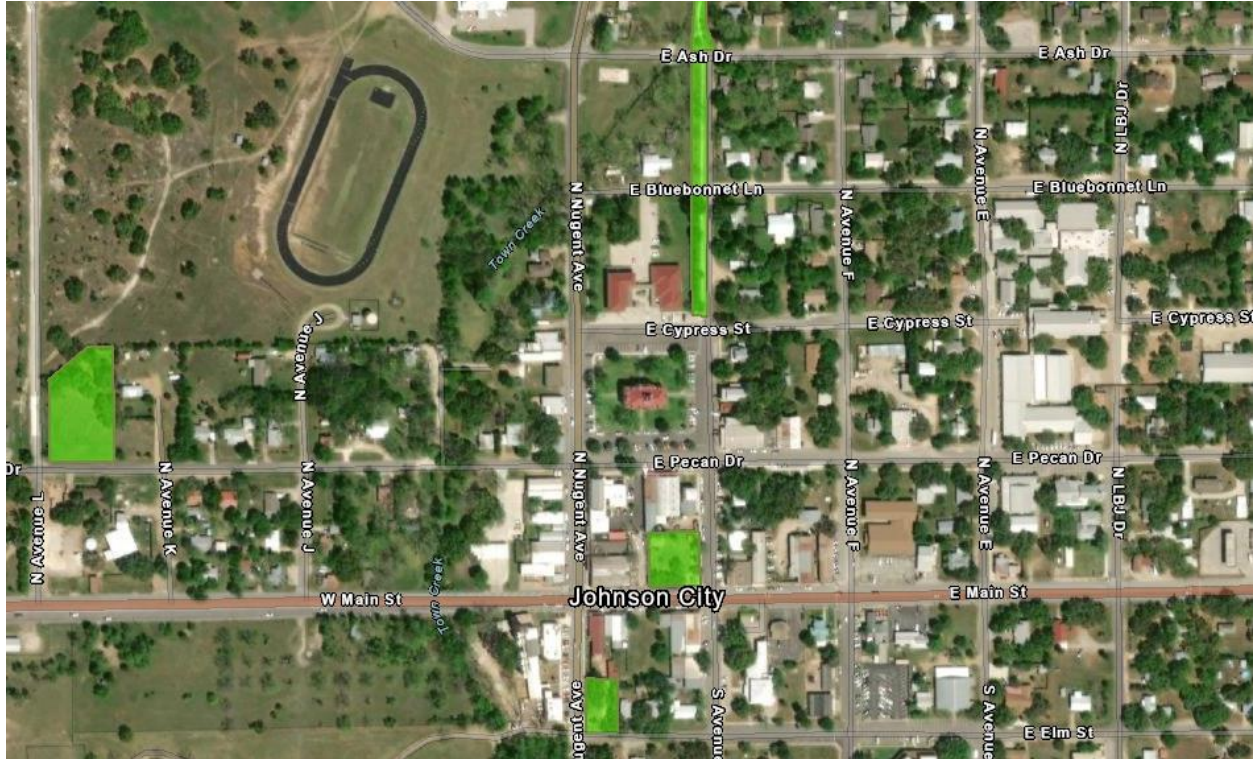
In addition to the insurance requirements below, the City will require the submittal of performance and payment bonds for the total contract value associated with the aforementioned Irrigation and Landscape Improvement Services.

RFB EXHIBIT ONE
Municipal Park Facilities,
Welcome Signage, and Municipal Rights-of-Way

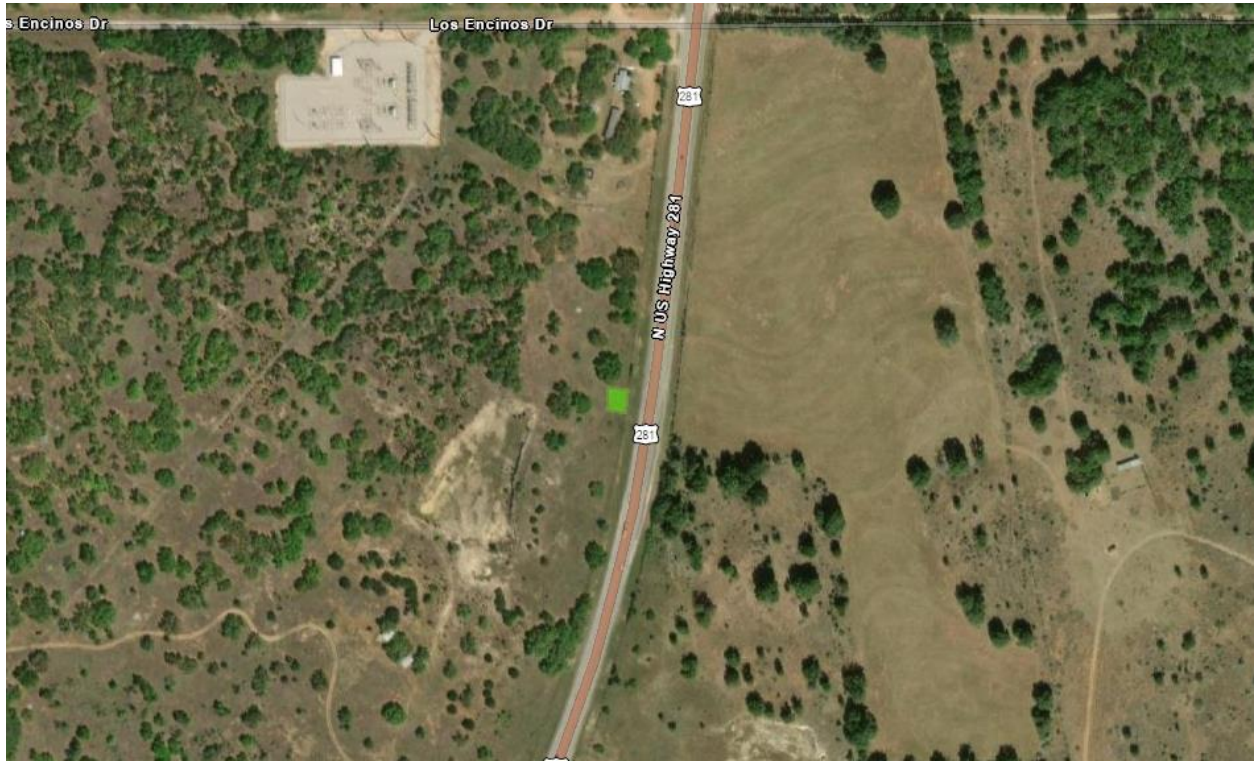
Community Park and Walking Trail:



Walking Trail, Memorial Park, Pocket Park (near Science Mill),
and James Polk Johnson Cemetery:



Welcome Signage (North):



Welcome Signage (South):



Welcome Signage (West):



**RFB ATTACHMENT A
RESPONDENT QUESTIONNAIRE**

PART A - GENERAL INFORMATION

Respondent Information: Please provide the following information regarding the Respondent and any Co-Respondents.

NOTE: Co-Respondents are two or more Respondents proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not considered Co-respondents and should not be identified here.

Respondent Name:
Principal Address:
City: State: Zip Code:
Telephone No.: Fax No.:
Social Security Number or Federal Employer Identification Number:
Texas Comptroller's Taxpayer Number, if applicable:
Business Structure: Circle the business structure of the Respondent.

Individual or Sole Proprietorship. If circled, list Assumed Name, if any:

Partnership

Corporation If circled, circle one:

For-Profit Nonprofit

Circle one:

Domestic Foreign

Other If circled, list business structure:

Printed Name of Contract Signatory:
Title:

Contact Information: List the one person who the City may contact concerning your Bid or setting dates for meetings.

Name:
Address:
City: State: Zip Code:

Telephone No.:
Email:

Fax No.:

Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No If "Yes", will that change have a direct affect on this contract:

Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses:

Where is the Respondent's corporate headquarters located?:

Local Operation: Does the Respondent have an office located in or near Johnson City, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its local office?

Years _____ Months _____

b. State the number of full-time employees at the local office.

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or municipality?

Yes No If "Yes", identify the public entity or municipality and the name and current phone number of a representative of the public entity or municipality familiar with the debarment or suspension. State the reason for or circumstances surrounding the debarment or suspension, including, but not limited to, the period of time for such debarment or suspension.

Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No If "Yes", state the name of the bonding / surety company, date, amount of bond or surety, and the reason(s) for such cancellation or forfeiture.

Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under State or Federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities, final disposition, and amount of assets.

Provide any other names under which Respondent has operated within the last 10 years, and, if applicable, list all states in which the organization currently operates.

PART B - OPERATIONAL REFERENCES

Reference No. 1:

Name:
Title:
Firm:
Address:
Telephone No.:
Email:
Nature of Association:

Reference No. 2:

Name:
Title:
Firm:
Address:
Telephone No.:
Email:
Nature of Association:

Reference No. 3:

Name:
Title:
Firm:
Address:
Telephone No.:
Email:
Nature of Association:

PART C - EXPERIENCE, BACKGROUND, AND QUALIFICATIONS

Prepare and submit narrative responses to provide answers for the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's qualifications and experience for providing Landscaping and Landscape Maintenance Services contemplated by this RFB. Include the following in your response:
 - a. Number of years engaged in providing services. Respondent must show evidence of continuous operation in the landscape and landscape maintenance business for at least three years.
 - b. Number of entities, businesses, or municipalities being served at the time of this submittal.
 - c. List relevant operation and management experience for entities, businesses, or municipalities of similar size and scope by including the following:
 - i. Name and location/address for each;
 - ii. Service offered;
 - iii. Average annual volume; and
 - iv. Length of time and reason(s) for leaving or closing business, if applicable.
 - d. Key Management Personnel. Provide name and describe experience of key management personnel to be assigned and actively involved in the management and operation of the proposed Landscape and Landscape Maintenance Services. Include brief resumes for each, listing relevant experience, licenses, certifications, associations, specialized training, etc.
 - e. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.
 - f. Provide a complete list of Landscaping Service equipment, including manufacturer and equipment age.

- g. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

PART D - PROPOSED PLAN

Prepare and submit the following items.

1. Maintenance Plan. Describe Plan to ensure maintenance of Landscaping Service equipment throughout term of the contract.
2. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services (i.e. size of crew or number of personnel, if any, to be assigned exclusively to the City of Johnson City for completion of the work on a continues or rotating basis, preliminary proposal of schedule of work to be completed on a regular basis, handling of schedule adjustments due to inclement weather or equipment problems, and any other information for consideration.)

RFB ATTACHMENT B

Proposer's Certification

I have carefully examined this RFB and any other documents accompanying or made part of this RFB.

I agree to abide by all conditions of this RFB.

I certify that all of the information contained in this RFB is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this RFB on behalf of the Respondent and that the Respondent is ready, willing, and able to perform the required work, if awarded the contract.

I further certify that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting Bids for the same product or service. Further, I certify that no officer, employee, or agent of the City of Johnson City or any other proposer interested in said Bid has been lobbied. Moreover, the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Signature

Printed Name of Business

Printed Name & Title

Address

City / State / Zip Code

Phone

E-Mail

RFB ATTACHMENT C
Statement of Business Responsibility

Name of Business:

Business Address:

Business Phone: E-mail:

Contact Name:

Business Classification (check all that apply):

Individual Corporation Partnership

Name of Owner:

Federal ID / Social Security Number:

Does firm have insurance as specified below: Yes: No:

If no, describe differences. The following insurance must be in place before entering into a contract with the City.

1. Worker's Compensation - Statutory requirements and benefits.
2. General Liability - \$500,000 per occurrence and \$1,000,000 general aggregate.
3. Automobile Liability - \$1,000,000 liability combined single limit.

Broker Name:

Broker Phone / E-Mail:

Are claims pending against the insurance policies?

Yes: No:

During the last five years, have you been subject to bond forfeiture, litigation, or claims above 10% of the project value? If yes, please attach an explanation.

Yes: No:

Has firm been in bankruptcy, reorganization, or receivership in the last 5 years?

Yes: No:

Has firm been disqualified by any public agency from public contracts?

Yes: No:

Has firm operated at least three years without interruption?

Yes: No:

Is there any potential conflict of interest:

If yes, please explain. Please submit Conflict of Interest form.

Yes: No:

RFB ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by circling the appropriate response. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form will result in the disqualification of your Bid from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this work been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

2. Have you or any member of your Firm or Team to be assigned to this work been terminated (for cause or otherwise) from any work being performed for the City of Johnson City or any other Federal, State or Local Government, or Private Entity?

Yes No

3. Have you or any member of your Firm or Team to be assigned to this work been involved in any claim or litigation against the City of Johnson City or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, correctly labeled and attached to this form before submitting your Bid.

RFB ATTACHMENT E

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFB, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

A) Prior to the execution of a contract resulting from this RFB and before the commencement of any work under this contract, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "Landscaping Maintenance" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the Chief Administrative Officer, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification(s) to the insurance coverage whereupon City may incur increased risk.

C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and licensed to do business in the State of Texas and with an A.M. Best's rating

of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

1. Worker's Compensation - Statutory requirements and benefits.
2. General Liability - \$500,000 per occurrence and \$1,000,000 general aggregate.
3. Automobile Liability - \$1,000,000 liability combined single limit.

RFB ATTACHMENT F
INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFB, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and its elected officials, employees, officers, directors, volunteers and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

RFB ATTACHMENT G

SIGNATURE PAGE

The undersigned certifies that he/she is authorized to submit this Bid on behalf of the Respondent named below:

Respondent Entity Name:

Signature:

Printed Name:

Title:

(NOTE: If Bid is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name:

Signature:

Printed Name:

Title:

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract. Corporate seal shall be affixed.
2. If awarded a contract as a result of this RFB, Respondent will be able and willing to comply with the insurance and indemnification requirements set forth in RFB Attachments E & F.
3. If awarded a contract as a result of this RFB, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Bid and during the Bid process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form, RFB Attachment D, with the understanding that failure to disclose the required information may result in disqualification of Bid from consideration.

5. Respondent agrees to fully and truthfully submit Respondent Questionnaire, Proposer's Certification, and Statement of Business Responsibility forms (RFB Attachments A, B, and C) and understands that failure to fully disclose requested information may result in disqualification of Bid from consideration or termination of contract, once awarded.