

EXHIBIT A



GENERAL INFORMATION

CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

INVITATION FOR BID
SOLICITATION #2021-6-89
LITTER COLLECTION SERVICES
BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

AUGUST 19, 2021 @ 2:00 P.M.

NO LATE BIDS WILL BE ACCEPTED
ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED
<http://allentx.ionwave.net>

BID PACKAGES
MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

COVER SHEET

INDEX

SECTION I

NOTICE TO OFFERORS

SECTION II

GENERAL TERMS & CONDITIONS

SECTION III

SPECIFICATIONS & EQUIPMENT LIST

SECTION IV

BID FORM & PRICING

SECTION V

EXHIBITS:

1. INSURANCE REQUIREMENTS
2. AFFIDAVIT OF NO PROHIBITED INTEREST
3. CONFLICT OF INTEREST
CONFLICT OF INTERESTED PARTIES
4. BIDDERS QUALIFICATION STATEMENT
5. NO BID RESPONSE
6. SUPPLEMENTAL INFORMATION
7. SCHEDULE OF SUBCONTRACTORS
8. WORKFORCE COMPOSITION

SECTION I - NOTICE TO OFFERORS

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All bids/proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

INVITATION FOR BID # 2021-6-89 LITTER COLLECTION SERVICES

Sealed offers are to be submitted to:

City of Allen
Purchasing Department
305 Century Parkway
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED
FACSIMILE OR EMAILED BIDS WILL NOT BE ACCEPTED**

Bids are due by August 19, 2021 @ 2:00 P.M. Central Time

A teleconference bid opening will be held. To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 200 086 817#

The City of Allen strongly encourages bidders to submit their response to this bid electronically.

1.3 PRE-CONFERENCE MEETING

A teleconference is scheduled for Tuesday, August 03, 2021 at 10:00 A.M. **To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 744 614 416 #.** Potential bidders may visit the job sites at their convenience before Pre-bid meeting.

1.4 NUMBER OF COPIES

Bidder shall **either** submit their bid electronically or submit one original set and two (2) copies of proposal documents and one (1) electronic copy on a flash drive. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response shall be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

DISCLOSURE OF INTERESTED PARTIES

Texas Legislature passed HB 1295 that now requires a government entity receive a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires action by the City Council. Form 1295 was created by the Texas Ethics Commission per the direction of the Texas Legislature. The form shall be completed electronically on the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Once you have electronically completed the form, you shall print the form, sign & notarize the form, then deliver the form to the City of Allen along with the executed contract. This will apply to contracts that will require Council approval, in most situations will be \$50,000 or greater.

1.7 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. **The last day for questions will be on Friday, August 06, 2021 at 2:00 PM. The last day for addenda will be on Wednesday, August 11, 2021 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department. The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies shall be submitted as part of the signed proposal submittal.

1.8 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in

response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded on the basis of "best value". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

- the purchase price:
- the reputation of the bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder's past business relationship with the City.
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- the total long-term cost to the City to acquire the bidder's goods or services.

1.11 BID TABULATIONS

Bid tabulations can be accessed through the electronic bidding system. Please allow at least one week after opening date for bids to be tabulated.

1.12 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreation Department together with the Purchasing Department shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.13 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standards for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

1.14 DEFINITIONS

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

1.15 INQUIRIES

Questions about this bid shall be in writing and directed to Eva Badali at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Eva Badali
Sr. Buyer
305 Century Parkway
Allen, Texas 75013
214-509-4631
ebadali@cityofallen.org

1.16 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	July 22 & 29, 2021
Pre-Conference Meeting	August 03, 2021, 10:00 AM
Deadline for Questions	August 06, 2021, 2:00 PM
Deadline for Addenda	August 11, 2021, 2:00 PM
Bids Due	August 19, 2021, 2:00 PM

SECTION II GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet shall be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination shall be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve 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 of its own entire 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 contract. 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 contract. 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.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract with the exception of a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct 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..."

2.15 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. This form shall be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. 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.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices shall be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices shall show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder shall provide a sample/demo of the product at no charge to the City within three days of the request and shall pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications shall be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 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 interpretation of these specifications shall be made on the basis of this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendor bid as an “alternate award”. The alternate vendor’s bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time shall be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer’s direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing shall be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders shall be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent 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 will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations shall show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. 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 of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor shall deliver to the specified room, the vendor shall remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities 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 bidders state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – **Statutory See Insurance Requirements in Exhibit**

2.47 Prevailing Wage Rates - The contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the project. The contractor shall comply with the Davis Bacon Act. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the owner to ensure compliance with this provision. Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and shall not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.48 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits shall be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis-Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency shall include the following provision in issuing grant announcements or requesting applications.

2.48.1 "Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

2.48.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5

to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)”

2.49 Buy American Act See <http://www.whitehouse.gov/> or Buy American Certification for revisions, amendments and more information; Sec 1605. The Contractor shall comply with the Buy American Act. All materials installed shall be in accordance with the Buy American Act. Use of American iron, steel, and manufactured goods. None of the funds appropriated or otherwise made available by this act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- (A) Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:
 - a. Applying Subsection (A) would be inconsistent with the public interest.
 - b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
 - c. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (B) If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (C) This section shall be applied in a manner consistent with United States Obligations under International Agreements.

2.50 Provide the names and locations electronically at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.51 All protests regarding the bid solicitation process shall be submitted in writing to the Purchasing Manager 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 Secretary.

2.52 Bidders shall be capable of providing criminal background checks on all employees performing services in facilities or on properties that are open to the public.

2.53 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price;
- the reputation of the bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder's past business relationship with the City.

2.54 PROHIBITION OF BOYCOTT ISRAEL: Vendor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

2.55 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's

<http://www.cityofallen.org/933/Storm-Water-Management>

2.56 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate shall have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____YES _____NO

SECTION III
SPECIFICATIONS

It is the intent of this contract is to provide the City of Allen with the services required for Litter Collection Services. The annual estimated expenditure on this service is \$210,000.00. Services are to be performed on an as-needed basis and are not regularly scheduled.

DURATION OF AGREEMENT

The contract period shall commence upon execution of the contract and continue for a period of one (1) year. The City reserves the right to extend the contract period for four (4) additional one-year periods, with said options to be exercised solely at the City's discretion.

AWARD

This bid will be awarded by entirety to the best value and responsive bidder that meets specifications and is in compliance with required qualification standards. All lines within that group must contain a bid. The City reserves the right to award by the method considered most advantageous to the City whether it be by line, by group or entirety.

The City intends to award the contract to perform both detailed highway overpass/underpass maintenance, right-of-way litter, parks, medians and right-of -way collection to the same Contractor. The City of Allen intends to award this bid to the lowest responsible and responsive Contractor.

INCREASE/DECREASE OF ACREAGE AND/OR VISITS

The City of Allen may increase or decrease the acreage or the number of visits for sites serviced by this contract. The Contractor will be given two weeks' notice (14 days) prior to any change in acreage or the number of visits.

The number of visits listed in this solicitation is an estimate only and shall not be considered a guarantee.

SCOPE OF WORK

1. The City of Allen is seeking bids from qualified Contractors to provide detailed litter collection and overpass/underpass maintenance services. Services shall include:
 - a. Pick up, removal and disposal of all trash and debris from the US 75 R.O.W within the Allen city limits (approximately 86 acres)-To Include all landscape beds and rock beds.
 - b. Pick up, removal and disposal of all trash and debris from the six overpasses/underpasses associated with US 75 within the Allen city limits (approximately 6 acres)
 - c. Pick up, removal and disposal of all trash and debris from all City owned property.
2. It is the desire of the City to contract with a Contractor(s) to perform all the duties and services detailed in the bid document.
3. No deviations will be permitted, unless specifically authorized by the city in writing.

4. Each bidder is required, before submitting their bid, to carefully examine the requirements and specifications and to completely familiarize themselves with all of the terms and conditions that are contained herein.

Litter/Debris Collection and Removal

1. Contractor shall be responsible for picking up and removing any and all trash or debris, such as paper, cans, trash bags, bottles, tires, tire fragments, rocks, and branches up to **four inches** in diameter regardless of length, weight, or quantity that is not intended to be part of the normal landscape. Also, any trash or debris smaller than 1inch x 1inch square contractor not required to remove- (this does not apply to Allen USA Celebration Litter Control).
2. When trash cans are present, the Contractor shall pull trash bags that are 50% or more full and replace with a new trash bag. All bags shall be changed at least once a week. Contractor shall supply bags. Black bags shall be used in cans for trash and clear bags shall be used in cans used for recycling.
3. The Contractor shall notify the Parks Operations Supervisor of the specific location of all extremely large or potentially hazardous items that are not removed.
4. On all properties other than US 75, City streets, R.O.W.'s, and medians, litter and debris are to be collected from ALL AREAS.
5. On US 75, City streets, R.O.W.'s, and medians, litter and debris shall be collected from all grassed areas and road shoulders along the highway, right-of-way, concrete slope paving, brick pavers, and raised medians and islands at overpasses/underpasses, Parks, medians, and municipal facilities (i.e. all hardscape areas outside of the traffic lanes themselves).
6. The price for US 75 shall include all of the Turning Lanes medians that feed into US 75 on the East and West side shall be maintained: At 1280 Montgomery Blvd., Montgomery Blvd, McDermott Drive SW corner, Exchange Parkway-NW, SW, NE, SE turning lanes medians at the end of the turnaround.,1453 Central Expressway(In front of Walmart),Curtis Lane, Cabela Drive, Chelsea Blvd.,1955 Central Expressway,1985 Central Expressway,1995 Central Expressway, Stacy Rd SW and NW turning Lane medians and South of Ridgeview Memorial Park
7. Detailed Cleaning Includes:
 - a. Sweeping and picking-up for disposal all debris on all concrete horizontal and slope paving, sidewalks, and raised medians and islands at, around, and between the trafficked lanes, or beside these intersections.
 - b. Sweeping of debris, dirt, or rocks from these surfaces onto any road surface is prohibited.
 - c. Debris shall be collected in an appropriate container.

Detailed Overpass/Underpass Cleaning

1. The Contractor will clean the underpasses at Bethany Road, McDermott Road, and Stacy Road where US 75 traffic passes on the roadway overhead.
2. The Contractor will clean the overpasses at Allen Drive, Exchange Parkway, and Ridgeview Drive where US 75 traffic passes under the overpass.

3. Detailed cleaning includes:
 - a. Sweeping and picking-up for disposal all debris on all concrete horizontal and slope paving, sidewalks, and raised medians and islands at, around, and between the trafficked lanes, or beside these intersections.
 - b. Sweeping of debris, dirt, or rocks from these surfaces onto any road surface is prohibited.
 - c. Debris shall be collected in an appropriate container for disposal.
 4. This contract does not include sweeping the overpass/underpass shoulders where US 75 traffic "proper" is moving (above Bethany Road, McDermott Road, or Stacy Road; and below Allen Drive, Exchange Parkway, or Ridgeview Drive).
 5. Maintenance of all slope paving along US 75 in the City Limits is required.
- * Contractor shall complete the entire US 75 cleaning within two working days.

Disposal

Contractor shall follow all applicable Federal, State, and Local laws, ordinances, guidelines, rules and regulations.

1. The Contractor may dispose trash and debris in existing dumpsters at City facilities. Dumpsters are located at Ford West Park, Jupiter Ballfields, Allen Station Park, Bethany Lakes Park, Celebration Park, The Edge at Allen Station Park Recreation Hall and Spirit Park. Keeping in mind that certain dumpsters may be designated for certain types of trash. (i.e., construction materials and debris only). The contractor shall not overflow the dumpsters. Community Waste Disposal (CWD) will not empty a dumpster that is overflowing (overflowing is defined as, the top doors will not close properly). The contractor will be asked to pick up any bags that are overflowing the dumpster and take them to another disposal site. If all dumpsters are full, please contact City staff.
2. The Contractor shall furnish trash bags used during collection and trash bags to line trash cans. Clear bags shall be used for recycling containers and black bags shall be used for trash containers.
3. Should contractor elect not to use City receptacles, materials shall be disposed of at a facility licensed by the State of Texas to receive such materials.
4. Disposal of materials in any permanent or temporary trash container not specifically rented to or owned by the Contractor or by the City is a violation of State law and not permitted.
5. The Contractor may elect to rent a container to facilitate disposal that may be situated at the Contractor's expense within the Allen City limits; however, if the container is available to rent from the City's franchised solid waste service provider, the container(s) must be provided by the City's provider. Contractor shall obtain prior approval from Parks Operations Supervisor before exercising this option.

6. The Contractor should be aware that the US 121 Regional Disposal Facility landfill in Melissa that is operated by the North Texas Municipal Water District (NTMWD) may be used for direct disposal at the Contractor's expense. This site's address is 3802 Highway 121 North, Melissa, Texas

BIDDER QUALIFICATION & REFERENCES

Bids are requested only from responsible bidders known to be skilled and regularly engaged in work of similar character and magnitude to that covered in this solicitation, which have adequate personnel and equipment, and who can perform prompt service.

The successful contractor shall supply all required supervision, labor, materials, supplies, devices, and equipment (including transport vehicles and trailers) to perform this contract.

Bidder(s) shall submit their response to the following using the Bidders Qualification Statement found in Exhibit 4 of this solicitation:

1. Bidder shall submit (3) references electronically for similar or larger in scope contracts performing trash/debris removal or grounds maintenance work. Please ensure correct information is provided, as references will be checked.
2. Evidence that the bidder owns or currently leases the major equipment items necessary to perform this work. If the bidder plans to lease or purchase any or all of the required equipment, bidder shall provide evidence satisfactory to the City that includes:
 - a. Name, address, and telephone number of the company from which the equipment is to be leased or purchased
 - b. Statement from each company itemizing the equipment to be leased or purchased, and that the bidder is qualified for leasing or purchasing the equipment specified.
3. Evidence that bidder has adequate staff to perform the contract obligations as specified in this solicitation.

The City reserves the right to conduct an inspection of the bidder/s facility and equipment prior to the award of the agreement.

SPECIAL TERMS AND CONDITIONS

INITIATION OF WORK

1. Work shall not begin until Contractor receives official Notice to Proceed from City.
2. Contractor shall coordinate with the Parks Operations Supervisor on work schedule and notification of completed work schedule.
3. Contractor should continue to work per the schedule as agreed upon with the Parks Operations Supervisor, unless otherwise notified or approved.

Work performed prior to Notice to Proceed or work performed not according to schedule without approval, may result in non-payment for work performed

WORK SCHEDULE & REQUIREMENTS

All work performed under this contract is to be completed per the attached specifications. Any deviations from this schedule shall be arranged in advance with Parks Operations Supervisor.

Work on US 75 or any city street, R.O.W., or median shall be suspended during any intermittent periods of reduced visibility such as during fog or heavy rainfall.

SUPERVISION

1. The Contractor shall provide on-site supervision and appropriate training to ensure competent performance of the work.
2. The Contractor and its supervisors will make sufficient routine inspection to ensure that the work is performed as required by this bid.
3. The Contractor's supervisor shall be capable of providing adequate supervision to accomplish the services, and to communicate with City staff.

INSPECTIONS

1. City staff will conduct random inspections of the areas covered under this bid. Inspections will be conducted to verify satisfactory completion of contract requirements. Inspections will reference the agreed upon schedule between the Contractor and Parks Operations Supervisor.
2. If deficiencies are noted in the work, the Parks Operations Supervisor will notify the Contractor by the next business day.
3. City staff and the Contractor's supervisor or other official of the Contractor may conduct joint inspections of each site, on an as needed basis.

APPEARANCE/UNIFORMS

1. The Contractor's employees shall present a professional appearance at all times. Uniforms shall be worn at all times while on the job. Employee uniforms shall be:
 - a. Appropriate for the work being conducted
 - b. Neat, clean and in good repair
 - c. Clearly identified with the Contractor's:
 - i. Company Name
 - ii. Logo
 - iii. The employee's name
2. Courtesy
 - a. Contractor and employees will be courteous to the public and City staff at all times.
 - b. All conflicts or potential conflicts between performance of the required work and the public should be immediately reported to the Parks Operations Supervisor.

ENVIRONMENTAL, HEALTH & SAFETY COMPLIANCE

The Contractor shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with all U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) regulations.

1. All equipment and employees shall have the proper safety equipment, which includes, but is not limited to:
 - a. Hearing and eye protection
 - b. Work gloves
 - c. Warning cones/signage
 - d. Appropriate reflective and brightly colored safety vests and high visibility reflective vest (no less than Class 2) when outside of vehicles in the work area.
 - e. Flashers/strobe lights that are prominently displayed on all vehicles and equipment
2. All equipment and personal protective equipment shall conform to OSHA safety standards.
3. Warning signage and barricading must be used when appropriate to optimally facilitate safety.
4. Proper warning signage alerting drivers of "litter collection ahead" must be posted on the US 75 shoulder and US 75 access roads to clearly alert oncoming traffic to the presence of workers. This applies when working on city streets, R.O.W.'s, and medians as well.
5. When using such warning equipment, it must conform to any applicable Federal or State laws, policies, procedures, or recommendations.
6. When working on US 75, signage should be located so that traffic reaches the location of the sign prior to reaching the location of the maintenance workers.
7. When working on US 75, signage should be "moved ahead" as work progresses so that the maintenance workers are no more than 1 1/2 miles past the point where the signage is displayed; unless OSHA, Federal, or State guidelines require signage to remain closer.
8. When working on city streets, R.O.W.'s, and medians, signage should be located at major intersections controlled by traffic signals at both ends of the segment where workers are present.
9. When working on city streets, R.O.W.'s, and medians, signage should be "moved ahead" as work progresses from one traffic signal controlled intersection to the next; unless OSHA, Federal, or State guidelines require signage to remain closer.

INVOICING

1. The Contractor shall complete and submit detailed, itemized invoices on a monthly basis indicating the location and date service was performed for the work completed. **A valid City of Allen Purchase Order shall be clearly shown on the Invoice.**
 - a. The Contractor may invoice by e-mailed PDF document to Accountspayable@cityofallen.org.
 - b. The City shall have a Contractor's invoice document to initiate payment.
 - c. Invoices are processed Net 30 from the date of the invoice, not from the date the service was provided.

VENDOR CONTACT INFORMATION

1. During the entire term of the agreement, the Contractor shall furnish the Parks Operations Supervisor with the following:
 - a. A working company telephone number
 - b. A valid e-mail address
 - c. A working fax number
 - d. Complete mailing and street addresses
2. The company telephone number shall be answered or capable of taking a message during normal business hours.

3. The Contractor shall return all calls from the City of Allen by the same time the next business day.

INSURANCE

Bidders must submit an insurance document meeting the requirements as stated in Exhibit 1 of this solicitation, or completely fill out the Insurance Requirement Affidavit also in Exhibit 1 of this solicitation.

The awarded Contractor must provide proof of insurance, with City named as additional insured prior to contract award. The Contractor must maintain the specific types and levels of coverage of insurance as specified in the attached insurance requirement page (Exhibit 1 of this solicitation) throughout the entire contract period.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows and vehicles on or around the work sites. Damage to public or private property shall be the responsibility of the Vendor and shall be repaired or replaced at no additional cost to the City.

CONTRACTOR STATUS

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

SUB-CONTRACTING

The Contractor may not sell, sublet, subcontract, or otherwise assign any part of its responsibilities to others without the prior consent of the City of Allen.

LIQUIDATED DAMAGES

If the Contractor does not meet the contract specifications, or fails to complete maintenance of an area within the specified time, the Contractor may be assessed one hundred dollars (\$100.00) per day as liquidated damages for incomplete work in the project area until all work is completed.

PERFORMANCE

1. It is the intent of the City to ensure that the Contractor provides a quality level of service. To this end, all complaints will be reported to, and promptly resolved by the Contractor.
2. The Contractor shall have twenty-four (24) hours to resolve any such complaints.
3. The City may at its discretion levy penalties for repeated instances of the contractor failing to complete work according to specifications. Penalties will range from a minimum of \$35.00 up the full per visit cost of the site (whichever is greater). Multiple penalties may be levied on the same site during the same cycle if the contractor continues to fail to bring the site into compliance with the specifications.
 - a. Such infractions shall include, but not be limited to:
 - i. Failure to resolve complaints within twenty-four (24) hour period.
 - ii. Failure to provide safe equipment.
 - iii. Failure to provide required documentation in a timely and accurate manner.
 - iv. Failure to report property damage or personal injury.
 - v. Failure to remove all trash from site (s).
 - vi. Failure to perform scheduled service.
 - vii. Contractor employees not adhering to uniform/protective clothing requirements.
 - viii. Successful bidder will be responsible for advising City staff of delays in service.

- b. For the purpose of this section, the City may deduct any charges from payments due to or payments that may become due to the Contractor.
- c. The City shall notify the Contractor in writing of any action to be taken.
- d. In the event the Contractor wishes to protest an assessment, the Contractor must submit the protest in writing within five (5) days after having received the notice from the City. This document should state in detail the Contractor's claim(s) disputing the assessment. The City will notify the Contractor of any action taken with respect to Contractor's protest.

Probationary Period

- 1. The successful bidder will immediately enter into a three-month probationary period upon award.
- 2. During this time, the bidder's performance will be closely evaluated by City staff.
- 3. In the event that any provisions of the contract are violated by the successful bidder, the City may serve written notice upon such bidder of its intention to terminate the contract.
- 4. The liability of the bidder for any and all such violation (s) shall not be affected by any such termination and his surety, if any shall be forfeited.

Post Probationary Period

- 1. All contract specifications shall be adhered to. Non-compliance with contract/bid specifications will result in a conference with the Park Operations Supervisor and a Purchasing Division Representative to correct the noted deficiencies.
- 2. Non-compliance with the contract/bid specifications that require a second conference may result in termination procedures at the City's option.

SECTION IV SITE DATA

This section provides information on all sites to be serviced by this contract. Information included is a description of the area to be serviced, and special instructions for a specific site, if applicable.

Maps for site locations are provided in Attachment A.

A. US 75

- a. The Contract work area for US 75 is approximately 85 acres and is shown on the attached drawings. Please refer to Attachment A, for map of this area.
- b. When the litter removal area extends past the frontage road to the edge of the right-of-way, this has been reflected on the attached diagrams.
- c. In some areas, the adjoining property is developed. In these cases, the adjoining property owner typically maintains their property litter-free and is usually unnecessary for the Contractor to duplicate this work.
- d. The maps are annotated where the adjoining property owners currently exist.
- e. Maintain all Landscape beds, turf areas, paved shoulders, rock beds and all turning lane medians on the east and west side that feed into US 75.

B. City Wide/Regional Parks

1. Allen Station Historic Dam Greenbelt
 - a. 2.4 acres
 - b. See attached maps.
 - c. Maintain setback on each side of trail to tree line or creek bank. Also maintain all open areas where possible.
 - d. Maintain the switchback to the parking lot on the east side.
 - e. Maintain all of the rock terraces on both sides of the dam.
 - f. Maintain the top of the dam.
2. Allen Station Park
 - a. 34.06 acres
 - b. 300 East Exchange Parkway
 - c. See attached map
 - d. **West side of Cedar Dr.**-Maintain all areas, including medians, south of the Exchange Pkwy. curb on the north side southward to the fence line at The Edge. Includes a 10' setback along the south R.O.W for Exchange Pkwy. from the Cottonwood Creek bridge westward to and including the DART R.O.W and then on the north side of the street from and including the DART R.O.W. eastward to the start of the commercial property maintenance.
 - e. **East side of Cedar Dr.**-Maintain all areas south Station Park Dr. to the bridge on the east side and southward to the southernmost bridge on the south side. Maintain out to the tree line on the hike and bike trail. Maintain hike and bike trail on the east side of The Hydrous Park from southernmost bridge to Cedar Dr.
 - f. Trash recycling to be performed at this park. Clear bags will be used in the recycling containers and black colored bags will be used in the trash containers. The trash and recycling will be put in the appropriate dumpsters.

2. Allen Station Park Ballfields and Perimeter
 - a. 10 acres
 - b. 300 East Exchange Parkway
 - c. Maintain all areas in and around Ballfields.
 - d. Maintain North of Station Park Dr. and East of Cedar to Exchange Parkway and to the bridge on the East side.
 - e. Trash recycling to be performed at this park. Clear bags will be used in the recycling containers and black colored bags will be used in the trash containers. The trash and recycling will be put in the appropriate dumpsters.
 - f. There are 34 trash containers and 25 recycling containers.
 - g. See attached map.
3. Don Rodenbaugh Natatorium
 - a. 6 acres
 - b. 110 Rivercrest Drive
 - c. Maintain the area bounded by Exchange, Rivercrest, Station Park Dr. and the creek
4. The Edge @ Allen Station Park
 - a. 12 acres
 - b. 210 East St. Mary
 - c. Maintain all areas North of St Mary Drive to the outside of the fence line at the north end of the Edge and from the railroad tracks out to Cedar Dr on the East side
5. Allen Senior Recreation Center and Heritage Village
 - a. 11 acres
 - b. 450 and 451 E. St. Mary
 - c. Maintain all areas on St. Mary Dr. east of Cedar to the creeks

C. Community Parks

1. Bethany Lakes Park & North Channel
 - a. 40 acres
 - b. 745 S. Allen Heights Dr.
 - c. Maintain the whole park from curb to curb including the recreation center.
2. Celebration Park
 - a. 100 acres
 - b. 701 Angel Parkway
 - c. Maintain all areas of the park including around soccer fields and baseball fields. Maintain out to Malone Drive on the West side, Angel Parkway on the East side and Clear Springs Dr. on the south side
 - d. Trash Recycling please provide pricing for recycling pickup at this site. There is an estimated 30 trash containers and 30 recycle cans in the general park areas. Clear bags will be used in the recycling containers and black colored bags will be used in the trash containers. The trash and recycling will be put in the appropriate dumpsters.
3. Ford Park East
 - a. 24 acres

- b. 705 Whitman
 - c. Maintain all areas of the park including around all athletic fields. Maintain out to Park Place on the north side and Whitman on West side and Victorian on the east and south sides.
- 4. Ford Park West, Dog Park, Pool, and parking lot
 - a. 28.86 acres
 - b. 632 Park Place
 - c. Maintain all areas of the park including in and around pool, hockey rink and basketball courts The Park stretches from Whitman on the East to Park Place on the North and includes all areas between the AISD property and the greenbelt plus the open space south of the pool between Whitman and the greenbelt.
- 5. Spirit Park
 - a. 50 Acres
 - b. 1151 Ridgeview Drive
 - c. Maintain all areas of the park including out to the edge of the of the wooded areas to the south, the southwest and southeast areas of the park. Also, all the areas inside and outside of the four softball fields and the Cricket field. Maintain from Ridgeview south to wooded areas and to Watters Creek to the west Maintain out to Bray Central to the east.
 - d. It has approximately 23 recyclable containers and 23 litter containers.
Trash Recycling please provide pricing for recycling pickup at this site. There is an estimated 23 recycle cans in the general park areas. Clear bags will be used in the recycling containers and black colored bags will be used in the trash containers. The trash and recycling will be put in the appropriate dumpsters.

D. Neighborhood Parks

- 1. Allenwood Park
 - a. 3.9 acres
 - b. 603, 605, and 205 Keith Dr.
 - c. Maintain from Keith on the south and west to the creek on the north to the private property line on the east.
- 2. Bethany Ridge Park
 - a. 4.6 acres
 - b. 1218 East Bethany
 - c. Maintain to Bethany Rd on the north, Carolyn Ln on the East, 15' south of the cypress trees on the southeast side of the park, to the McDonald's property line and Allen Heights on the southwest side and the creek on the northwest side.
- 3. Bradford Crossing Park
 - a. 4 acres
 - b. 1405 Bradford Trace
 - c. Maintain from Earlham on the north, to Bradford Trace on the east, to Kirkwood on the south, and April Rain on the west.
- 4. Cottonwood Bend Park
 - a. 5 acres
 - b. 630 Meadowbrook --

- c. Maintain to Meadowbrook on the north, to Mountain Side on the east to the center line of the alley on the south and west. Maintain to the shrubs at the southwest corner.
- 5. Country Meadows Park
 - a. 8 acres
 - b. 1511 Home Park Dr.
 - c. Maintain to Home Park on the southeast, to Country Ln on the southwest, to Meadow Park on the northwest, to Live Oak on the north and the property line of the private residence and the center line of the alley on the east.
- 6. Dayspring Nature Preserve Park
 - a. 1.5 acres
 - b. 622 Rainforest Lane
 - c. Maintain to Rainforest Lane on the south, to Winnsboro Ct on the west to the brush line of the greenbelt.
- 7. Dayspring Nature Preserve
 - a. 4.5 acres
 - b. Granger and Comanche
 - c. Maintain from the east end of the HOA parking lot eastward to the brush line on the east side of the hike/bike trail and from the south side of the AISD maintenance drive southward to the brush line.
- 8. Fox Hollow Property
 - a. 4.2 acres
 - b. 1460 Pine Bluff Drive
 - c. Maintain from the private residence's property lines on the south, to Seminole Trail on the west, to Pine Bluff on the north, to Azalea on the east and Summerfield on the southeast.
- 9. Glendover Park
 - a. 10 acres
 - b. 1290 Scottsman Drive
 - c. Maintain from Exchange Pkwy on the south, to Scottsman on the west, to Glendover on the north, to the AISD and Church property lines on the west
- 10. Green Park
 - a. 5 acres
 - b. 1305 Comanche
 - c. Maintain from Alma on the east, to Ann's Way on the south, to the AISD property line on the west and Comanche on the north. Excludes the fire station
- 11. Lost Creek Park
 - a. 5 acres
 - b. 1525 Charleston
 - c. Maintain from Charleston on the south, to Xavier on the west, to Winding Trail on the north, to Woodson on the east.
- 12. Morgan Crossing Park
 - a. 4.66 acres

- b. 1719 Chaparral
 - c. Maintain the property bounded on the north by Shelley Dr., on the east by the pond, on the south by Chaparral Rd., and on the west by Anacostia Ln.
13. Orchards Park
- a. 6 acres
 - b. 1705 Lake Travis
 - c. Maintain the area bounded by Windmill Crossing to the west and I Lake Travis to the south. The center line of the alley to the east the property lines of the private residences on the east and north.
14. Quail Run Park
- a. 5.08 acres
 - b. 920 Pelican Dr.
 - c. Maintain from Pelican on the southeast, to the HOA and private residence property.
15. Reed Park (Park is on E. and W. sides of School)
- a. 9 acres
 - b. 1200 Rivercrest
 - c. Maintain to Allen Heights on the east, Rivercrest on the north, to the center line of the alley on the west, to Timbercreek on the south. Excludes the AISD property, the private residences on Timbercreek, and the greenbelt north of Timbercreek.
16. Ridgeview Crossing Park
- a. 2.3 acres
 - b. 909 New Castle Drive
 - c. Maintain out to the homeowner's property line to the east. Maintain out to Newcastle to the north and west. Maintain to the amenities center to the south and Tillman Drive to the southeast.
17. Spring Meadow Park
- a. 4.73 acres
 - b. 1405 Summerplace
 - c. See attached map.
18. Stacy Ridge Park
- a. 10 acres
 - b. 1900 Country Brook Ln.
 - c. Maintain from Country Brook on the north to the brush line on the south including trail leading to pond
19. Story Park
- a. 10 acres
 - b. 1530 Edelweiss
 - c. Maintain from Edelweiss on the north to Malone on the east, to the center line of the alley on the south to Azalea on the west. Excludes AISD property.
20. Suncreek Park
- a. 14 acres
 - b. 601 Alma
 - c. Maintain the area bounded by Alma on the west to the intersection of Alma and Tatum then southward along the brush line to the pond, then due south to the

wooden deck; follow the brush line along the east and south sides of the park back to Alma.

21. Twin Creeks Park

- a. 8.75 acres
- b. 803 Shallowater Dr.
- c. See attached map

*****NOTE:** Trash will be kept off the tree/vegetation lines.

22. Waterford Park

- a. 2.5 acres
- b. 1225 Hueco Dr.
- c. Maintain all areas bounded by the south property line at 1226 Copano Dr., the creek vegetation line, the south property line at 1227 Palo Duro Dr., and the south curb of Hueco Dr.

i. *****NOTE:** The trash will be kept off the creek vegetation lines.

23. Watters Crossing Park

- a. 8 acres
- b. 1201 Bel Air Dr.
- c. Maintain from Bel Air on the northwest to the center line of the alley on the northeast, to the AISD property line on the east, to Newport on the south and west.

E. Enhanced Greenbelts

1. Bridgewater Crossing Greenbelt Park

- a. 12.27 acres
- b. 1919 Deer Creek Dr.
- c. Maintain all areas of the greenbelt running along the south side of Deer Creek Dr. including all open areas and around the playground from the bridge on the east end to the bridge on the west end and from the curb to the creek vegetation line. The tree/vegetation lines are to be kept in a consistent, neat, and orderly appearance.

2. Cumberland Crossing Park

- a. 4 acres
- b. 1531 Ponds Edge
- c. Maintain from along the trail past the bridges on the north and west. On the south maintain the trail and open space past the bridge until you come to new hike and bike trail

3. Custer Meadows Greenbelt

- a. 2.25 acres
- b. 2002 Glenmere Dr. (north of the Custer Pump Station).
- c. Property includes the large open space west of amenity center, all areas north of the amenity center as well as areas around the playground and the frontage along the Cul de sac.

4. Greenville Heights Park
 - a. 5.6 acres
 - b. 1310 Shelborn
 - c. Maintain from Shelborn on the north, to Allen Heights on the east, to the center of the alley and Fox Trail on the south, to the private residence property line on the west. The storm water detention basin will need to be cleaned on an as needed basis. Brush areas west of the playground are included.
5. Heritage Park
 - a. 2 acres
 - b. 1230 South Aylesbury
 - c. Maintain from the brush line out to the street from a point across the street from the rear property line of 1229 Aylesbury to a point across the street from the property line between 1213 and 1215 Aylesbury.
6. Shadow Lakes Park
 - a. 7 acres
 - b. Allen Heights at Park Place
 - c. Maintain from Allen Heights to the residential property lines on the north.
 - d. Maintain back along the greenbelt to the earthen check dam on the east, to the creek on the southeast.
7. Ridgeview Trail Loop at Star Creek
 - a. 3.8 acres
 - b. 911 Ridgeview Drive
 - c. Maps will be provided. Maintain property on the north and south side of Ridgeview Drive.
8. The Bluffs at Lost Creek
 - a. 5 acres
 - b. 1608 Allen Heights Dr.
 - c. The east side of the greenbelt starts at the southwest corner of the intersection of Stacy Rd. and Lost Creek Dr. From this point southward to the south end of the south stone retaining wall (just north of the amenities center), mow from the curb to the creek vegetation line including all, open areas.
 - d. The west side of the greenbelt begins near the intersection of Lost Creek Dr. and Vista Bend Dr. where the trail forks to the west. Along this section of trail south to the second bridge, maintain a 10' setback on both sides of the trail to include around guardrails where possible.
 - e. South of the second bridge, maintain the area bounded by the creek vegetation line on the north and east, Charleston Dr. on the south, and the split rail fence on the west.
9. The Woods Natural Area
 - e. 4 acres
 - f. Rollins to Alma Drive
 - g. Maintain the open areas between the brush line
 - h. Maintain the area on the north side of Rollins Dr. from the curb to the tree line starting at Alma Dr. and continuing to the trail entry into the greenbelt.

- i. Continuing maintaining the Rollins Dr. R.O.W. from the curb to the tree line westward to Franklin Dr. then north to University Dr. then northeastward to the residential property line.

F. Pocket Parks

1. Hillside Play Area
 - a. .43 acres
 - b. 711 Rolling Ridge
 - c. Maintain from the street to the private residence property lines.
2. Rolling Hills Park and Additional Acreage
 - a. 3.6 acres
 - b. 222 Glenwick
 - c. Maintain from Glenwick on the south, to the US 75 access road on the west, to the private residence property line on the north, to the center line of the alley on the east including the drainage channel.
 - d. Map will be provided.
3. Walden Park
 - a. .39 acres
 - b. 901 Thoreau Dr.
 - c. Maintain park from curb to curb.
4. Windridge Park
 - a. .4 acres.
 - b. 1015 Cambridge Dr.
 - c. Maintain out to the private residences on the north and east and Cambridge Dr. to the west and Hanover Dr. to the south.

G. Special Use Parks

1. Allen Cemetery
 - a. 14.88 Acres
 - b. 1320 East McDermott
 - c. Maintain all areas of the cemetery from fence to fence to fence to creek
2. Bolin Park
 - a. 11 acres
 - b. 1510 West McDermott
 - c. Maintain all areas around the athletic fields including both sides of the fence lines. Maintain the area bounded by McDermott Dr on the south, the Twin Creeks HOA property line on the north, the pond on the east and the tree line on the west. Includes areas reel mowed by City staff. Maintain along the hike and bike trail going west from the park to the western edge of the wooded area. Maintain a 15'-5' setback depending on the tree line. Maintain the area adjacent to the southwest quadrant of park that is south of the wooded area from the tree line to the curb and from the park to the creek including as needed under the overpass.

NOTE **Trash will be kept off the tree/vegetation lines.

3. Hillside Wellness Park
 - a. 9 acres
 - b. 900 E Main
 - c. see attached map
4. Jupiter Ballfields
 - a. 8 acres
 - b. 500 S. Jupiter
 - c. Maintain all areas of the park. Maintain from brick wall on West side to Jupiter Rd. on the east side. The area west of the enclosed wooden structure will be maintained. Maintain from the brush line on the north of the property line on the south.
5. Twin Creeks Business Park
 - a. 7.2 acres
 - b. 555 Central Expressway North
 - c. Maintain out the commercial property lines to the north, south, west and to the curb at US 75 on the east.

H. Right of Ways/ Medians/Easements

NOTE – CONTRACTOR IS REQUIRED TO KEEP ANY AND ALL BRICK PAVERS DEBRIS FREE!

1. Allen Heights
 - a. 10 acres
 - b. Maintain the medians from the southernmost median south of Bethany Dr. northward to Stacy Rd.
 - c. South of Bethany Dr. maintain the west R.O.W. from the south side of 806 S. Allen Heights Dr. southward to the residential property line.
 - d. Maintain the fence line on the west side of Allen Heights Dr. from Fountain Gate Dr. northward to the south commercial property line at Main St.
 - e. Maintain the fence line on the east side from the north side of Shadow Lakes Park to the south property line of the commercial property at Main St.
 - f. Maintain the parkway median directly across from Timberbend Trail and the parkway median from Mistywood Ln. to Sandy Creek Dr.
2. Allen Drive/St. Mary's Drive
 - a. 5 acres
 - b. See attached map
 - c. Maintain the center median at McDermott Dr. and the traffic circle median at the north end of the street.
 - d. Maintain the R.O.W. on both sides of Allen Dr. and around the traffic circle and pavers on the turning lanes from McDermott Dr. northward to the entrance drive at 430 N Allen Dr. on the east side of the street and the driveway at 407 N Allen on the west side of the street.
 - e. Maintain the vacant lot north of 345 N Allen Dr.
 - f. Maintain the R.O.W on both sides of St. Mary Dr. from the traffic circle to N Ash Dr.
3. Alma Road Medians (North of Exchange)
 - a. 7.29 acres

- b. Maintain all medians from curb to curb. Starting at Exchange and going north to 121 including median on side streets
- 4. Alma Road Medians (South of McDermott)
 - a. 3 acres
 - b. Maintain from the first median south of McDermott to where HOA Maintenance begins
 - c. Maintain the medians from Bel Air Blvd. south to Hedgcoxe.
 - d. Maintain the northeast, northwest, and southwest slopes of the Rowlett Creek bridge.
- 5. Angel Parkway
 - a. 9 acres
 - b. Maintain median curb to curb starting at first median south of Main St and continue on to Stacy Rd.
 - c. Maintain east R.O.W. from Main St north to subdivision.
 - d. Maintain all areas around tunnel and guard rails
- 6. Bethany Road East of US 75
 - a. 12.3 acres
 - b. Maintain all medians curb to curb from US 75 to Angel Parkway and all turning lane medians that feed onto Bethany Rd. East
 - c. Maintain the R.O.W. on the north and south side from Malone Rd. to the intersection of Bethany and Jupiter Rd. This will include the back of curb to a stone/brick fence or private property line whichever is nearest the street. If the R.O.W. is adjacent to a business or vacant land, then the adjacent property owner will maintain it.
 - d. Maintain the parkway median west of Bethany Dr.
The R.O.W. adjacent to the Fox Hollow subdivision is maintained by the HOA. Sections of this R.O.W. may be deleted at a future date, as it is determined that the adjoining property owner is to assume maintenance responsibilities.
- 7. Bethany Rd West of US 75
 - a. 7.71 acres
 - b. Maintain medians from 75 west to Alma.
 - c. Maintain the northern R.O.W. from Watters Rd. west to the rear of the residential lot on the west side of Bel Air. Includes the area from the curb to the residential wooden fence including the bar ditch.
- 8. Burnside R.O.W.
 - a. 2 acres
 - b. Maintain R.O.W along alley behind Burnside and follow it to the North to Glenmere Dr. Maintain out to vegetation line where possible.
- 9. Cedar Dr.
 - a. 1 acre
 - b. Maintain a 10-foot setback on the east and West Side of the roadway from Coats Drive to the medians north of the intersection of St. Mary's Drive and Cedar Drive. The Medians will also be included.

10. Chaparral Rd.
 - a. 6.7 acres
 - b. Maintain the R.O.W. on the north side from the barricade on east end of the street to Spring Creek Dr.
 - c. Maintain the parkway median at Spring Valley Road.
 - d. Maintain the median from bridge going west to Greenville Ave.
 - e. Maintain south row at bridge from Brookridge Ave. east to Allen Heights. Maintain from the HOA tree line down to the curb. Maintain from top of the slope to the creek at Bridge.
11. Custer Road R.O.W.
 - a. .6 acre
 - b. Maintain entryway at Raven Hurst to the limits of the brick wall on the north and south side from wall to curb.
12. Exchange East Medians and R.O.W.
 - a. 10.69 acres
 - b. Maintain the medians from east of Angel Pkwy. Westward to U.S. 75.
 - c. Maintain the R.O.W. along the alley between 1111 Pin Oak Ln. and 1102 Meadow Park Dr.
 - d. Maintain the parkway median between Meadow Park Dr. to Country Ln.
 - e. Maintain the R.O.W. from the intersection of Country Ln. and Exchange Pkwy. to the east property line of 1108 Timberbend Trail.
 - f. Maintain the parkway median from Timberbend Trail to Allen Heights Dr.
 - g. Maintain the south R.O.W from the curb to the fence/property line starting at the west property line at 1000 Exchange Pkwy. and continuing westward to the commercial property line at Greenville Ave.
13. Exchange West Medians and R.O.W.
 - a. 12.98 acres
 - b. Maintain medians from Hwy. 75 west to first bridge west of Bray Central Dr.
 - c. Maintain medians from Twin Creeks Dr. westward and northward to SH121.
 - d. Maintain the north R.O.W with a 20' setback from Rowlett Creek to Ridgeview Dr.
14. Fountain Gate Dr.
 - a. .5 acres
 - b. Maintain R.O.W. on eastside of street from the intersection of Fountain Gate and Allen Heights Dr. north to Main Street.
 - c. Maintain west R.O.W. between Grassy Glenn and Circle Cove.
 - d. Maintain the median north of Main Street and the triangular area at Sycamore Creek Rd.
15. Greenville Avenue
 - a. 8.8 acres
 - b. Maintain the turf in the medians from curb to curb starting at Chaparral Rd. and continuing northward to Stacy Rd. to include turning lane medians.
16. Hedcoxe Median and R.O.W.
 - a. 5 acres
 - b. Maintain the median from Alma Rd. west to Custer Rd.

- c. Maintain the south R.O.W. from Georgetown Dr. to Iola Dr. the length of the brick wall.
 - d. Maintain the north R.O.W. immediately in front of the open field between Longwood Dr. and Duchess Dr.
 - e. Maintain the medians from Alma Road west to Custer Road.
 - f. Maintain the R.O.W. on the north side of the street from mosque to salvage yard.
17. Jupiter Road
- a. 3 acres
 - b. Maintain from the curb to the residential property line starting at the south property line of 601 S. Jupiter Rd. and continuing southward to Rockcrossing Ln.
 - c. On the east side of Jupiter Rd. south of Bethany Dr., maintain from the curb to the property/fence/vegetation line or alley starting at the southern property line of the AISD property continuing southward to the south property line at 600 Freestone Dr.
 - d. Maintain the center medians at East Ridge, Hanover and Ridgemont Drives.
18. Main Street (East of Greenville)
- a. 2.7 acres
 - b. Maintain medians from Highway 5 (Greenville) to Angel Parkway
 - c. Maintain the R.O.W. on the south side from Fountain Gate Dr. to Allen Heights Dr.
 - d. Maintain the R.O.W. on the south side between the east and west alleys of Jasmine Ct and Lily Ct. To include the triangular shaped area around the transformer
 - e. Maintain the east and west sides of the south entry way at Arbor Ridge Dr. to the boundary of the homeowner's lots.
19. Main Street Downtown
- a. 1 acre
 - b. Maintain the brick pavers and grass areas on the north and south side of Main Street going east to the intersection of Main Street and McDermott.
 - c. Maintain the east and west side of Dogwood from Main Street to McDermott Drive.
 - d. Include the triangle shape property bound by Dogwood, Aster and Main Street.
20. Malone R.O.W.
- a. 2 acres
 - b. Maintain west R.O.W. from Rustic Trail north to Wal-Mart Property line and from curb on east side to fence lines of property owners on west side.
21. McDermott Drive
- a. 10.23 acres
 - b. East side:
 - i. Maintain the center median from Hwy 75 to Greenville Avenue, and also from the curb to the fence of the cemetery in front of the cemetery.
 - ii. The triangle area at the intersection of McDermott and Main Street (from the back side of the red tip photinias) will also be part of this area.
 - c. West side:
 - i. Maintain the center median from Hwy 75 to Custer Road. Maintain east and west side of entry at Parkhurst Lane from the fence to the curb.

22. McDermott R.O.W.

- a. 5 acres
- b. South side
 - i. Going west from 75, maintain the area between the bridge at Watters creek and the Veterinarian clinic.
 - ii. Start at the property line west of Suncreek United Methodist Church and go west to the Rowlett Estates property line.
 - iii. Start again west of this development to Custer Hill development property line.
 - iv. Maintain from curb to fence line and all slopes at bridges
- c. North side.
 - i. Start at the west bank of the east fork of Rowlett Creek and maintain the entire area between the two forks from the curb to the toe of the slope including mow able areas under the bridge
 - ii. Start maintenance again at the intersection of Shallowater Dr. and continue westward to Custer Rd. then continue northward along Custer Rd. to first developed property.
 - iii. Maintain from the curb to the fence line, or if no fence, maintain 10' set-back. Maintain to the plow line if adjacent to a plowed field.

23. Park Place Drive

- a. 1 acre
- b. Maintain the center median at Jupiter.
- c. Maintain the South side from Pulitzer Lane to the end of the brick wall.
- d. Maintain north side from Wandering Way to Allen Heights, from fence line to curb.
- e. to property lines.

24. Ridgeview Median

- a. 16.7 acres
- b. Maintain the medians from Custer Rd. east to Chelsea.
- c. Maintain south row from exchange east past bridge to first developed property line.
- d. Maintain down to bottom of slope on both east and west sides of the bridges.
- e. Maintain north row from Alma Dr. to bridge at Spirit Park Maintain a 30' setback.

3. Stacy Medians

- a. 10.2 acres
- b. Maintain medians from 75 to 121.

4. Watters Rd. Cluster

- a. 15 acres
- b. **Watters Rd.**- Maintain medians starting at Bethany Dr. and continue northward past McDermott Dr. to S.H.-121
- c. **Bray Central Dr.**- Maintain medians starting at Watters Rd. and continue northward to Exchange Pkwy. Includes the circular drive at Bossy Boots. The median immediately north of Exchange and the median in front of Beverly Cheatham Elementary.
- d. **Junction Dr** Maintain medians starting at Watters Rd. and continue northward to Raintree Cir. Includes the median on Village Way.
- e. **Raintree Cir.**- Maintain medians from Watters Rd. to Exchange Pkwy. Includes the median on Allen Dr. between Raintree Cir. and Central Expressway
- f. **Bossy Boots Dr.**- Maintain medians from Exchange Pkwy. to Bray Central.

5. Small Medians and Entries

- a. .3 acre
 - i. Roaring Springs – Maintain the median at Main St.
 - ii. Liberty Garden – Rivercrest at Roaring Springs – Maintain the area within the curb.
 - iii. Thoreau at Greenville Avenue – Maintain brick pavers. Maintain the triangular shaped lot west of 600 Thoreau Ln. Maintain out to the curb on the west and north sides and to the back-property line of the lot on the south side.

I. Municipal Buildings

6. Municipal Complex (City Hall, MCPAR, Police, Old AISD Service Center)

- a. 10.5 acres
- b. 305 Century Parkway
- c. Maintain the area bounded by Century, McDermott, and Butler Dr including the Old AISD Service Center and adjacent R.O.W.

7. Allen Heritage Center

- a. .492 acres
- b. 100 E. Main
- c. Maintain the area bounded by Main St., Ash, the north property line of the dry cleaning store and the train tracks.

8. Library

- a. 8.41 acres
- b. 300 N. Allen Drive
- c. Maintain the area bounded by Allen Dr, the north property line of the St. Mary Dr extension, the railroad track and a line running along the south curb of Coats

9. Recreation Hall

- a. 2.23 acres
- b. 105 S. Anna
- c. Maintain the area bounded by McDermott, Anna, Main St., and Allen Dr. excluding the private properties on the northwest corner of the block

10. Animal Shelter

- a. 1.04 acres
- b. 770 S. Allen Heights Drive
- c. Maintain the area bounded by Allen Heights, Bethany, the creek, and the private property on the north

J. Undeveloped Properties-Alternate sites

1. Estevie Property

- c. 48.22 acres
- d. 1680 West Exchange
- e. Maintain the area bounded by Exchange, a line extending due east from the center of the residential lot at 1320 Dalhart Dr., and the creek

2. Molson Farm-R.O.W.

- a. 1.5 acres
- b. 1500 S. Greenville
- c. See Attachment A for Maps
- d. Greenville Ave- Maintain the R.O.W. from the curb to the fence line starting at the Rowlett Creek bridge south of Chaparral Rd. and continue northward to the main entry way at the farm.
- e. Ridgemont Dr - Maintain the south R.O.W. from the pavement edge to the fence/vegetation line starting at the east side of the railroad tracks and continuing eastward to a Greenville Ave. Maintain all areas around the guardrail.

3. Raintree Park

- f. 3.78 acres
- g. #10 Parkside Cr.
- h. Maintain from the property line of the private residence at 500 Rainforest Ln. southward along the brush line to the south property line which is even with the back-property line of #6 Parkside. Maintain from the brush line westward to the street and east property line of #6 Parkside.

4. Central Business District (CBD)

- i. 6 acres
- b. See Attachment A for Maps

5. Bethany/Allen Heights Creek

- j. .73 acres
- k. 1104 East Bethany Dr. and 806 S. Allen Heights Dr.
- l. Maintain from the curbs behind these two buildings out to the creek tree line if possible.

6. Summerfield/Greenbelt area (along Country Brook Lane)

- a. 1.3 acres
- b. See Attachment A for Maps

7. Far East Exchange Drainage area

- a. 2 acres
- b. 1850 E Exchange Parkway
- c. See Attachment A for Maps

K. Allen U.S.A. Celebration Litter Control

The Contractor is to provide litter control for this event consisting of:

- 1. Emptying all trash cans as they become full
- 2. Picking ground litter as needed
- 3. Trash recycling is performed at this event will need to place recycling and trash and compost in appropriate dumpsters
- 4. Transporting trash bags to on site location
- 5. Clean up after event to consist of:
 - a. Emptying all trash cans

- b. Removing all non-stationary trash cans off the turf to a designated area
- c. Patrol surrounding neighborhoods for litter and firework debris
- d. Make sure entire site is litter free after event.
- e. Contractor will provide at least two workers to start at 3:00pm.

General Event Information

- 1. Event Location: Celebration Park, 100 acres, 701 Angel Parkway
- 2. Event starts at 4:00pm and ends at 11:00pm.
- 3. Clean up generally starts between 10:30pm and 11:00pm when patrons have cleared the site.
- 4. Food vendors generate and leave a substantial amount of trash
- 5. Expect to service at least 200 trash cans, poly carts and recyclable containers multiple times throughout the day.

L. Athletic Tournaments

- 1. The Contractor is to provide Litter Control for Athletic Tournaments
 - a. Athletic tournaments are held at various complexes throughout the City.
 - i. Locations of Use:
 - Allen Station Park, Exchange and Cedar
(4 fields) Youth Softball Facility, (5 fields) Youth Baseball Facility
 - Celebration Park, 701 Angel Parkway
(4 fields) Youth Baseball Facility, (15 fields) Youth Soccer Facility
 - Ford Park East, 705 Whitman
(3 fields) Adult Softball Facility
 - Bolin Park, 1510 West McDermott
(2 fields) Youth Baseball Facility, (2 fields) Youth Soccer Facility
 - Spirit Park, 1151 Ridgeview Drive
(4 fields) Adult Softball Facility, (1 field) Cricket Facility
 - b. Tournaments are typically run Friday through Sunday but may last longer or be scheduled on other days of the week.
 - c. Sites will be visited an additional **two** times a day, in conjunction with the normal daily visit. The regularly scheduled litter visit for that park will include all of the park areas including the tournament sites. This visit will not be counted as a tournament visit. Visits will be evenly dispersed during the operating hours of the tournament with the first visit being scheduled prior to the start of the tournament for that day.
 - d. There are an estimated 20-30 tournaments held a year.
 - e. There is a maximum of 10 fields in play for tournaments at any given tournament.
 - f. Pricing for service should be bid on a per facility per day basis.
 - g. The two (2) pavilions by the concession stands at Celebration Park will be included as part of the tournament visit price.

SECTION IV
BID FORM/PRICING

Important Please provide pricing on electronic excel spreadsheet attached to this solicitation in the City of Allen's E-bid (lonwave) system labeled "*Bid Sheet – Litter Collection Services*" Submittal Form Electronic response submitted is highly preferred.



Bid Sheet-Solicitation #2021-6-89 Litter Collection Services

BIDDERS MUST BID ON EACH LINE IN THE GROUP TO BE CONSIDERED FOR AWARD. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

		<i>Vendor Name:</i>	
	UNIT	1YR EST. QTY	UNIT PRICEEXT PRICE
Group A - US 75 Maintenance			
1	US75 Overpass/Underpass	Visit 26	\$0.00
2	US75 Turnarounds & R.O.W.	Visit 26	\$0.00
GROUP A TOTAL			\$0.00
	UNIT	1YR EST. QTY	UNIT PRICEEXT PRICE
Group B - City Wide/Regional Parks			
1	Allen Station Historic Dam Greenbelt	Visit 156	\$0.00
2	Allen Station Park	Visit 260	\$0.00
3	Allen Station Park Ballfields and Perimeter	Visit 364	\$0.00
4	Don Rodenbaugh Natatorium	Visit 312	\$0.00
5	The Edge @ Allen Station Park	Visit 364	\$0.00
6	Allen Senior Recreation Center and Heritage Village	Visit 156	\$0.00
GROUP B TOTAL			\$0.00
	UNIT	1YR EST. QTY	UNIT PRICEEXT PRICE
Group C - Community Parks			
1	Bethany Lakes Park & North Channel	Visit 364	\$0.00
2	Celebration Park	Visit 364	\$0.00
3	Ford Park East	Visit 364	\$0.00
4	Ford Park West, Dog Park, Pool and Parking lot	Visit 260	\$0.00
5	Spirit Park	Visit 364	\$0.00
GROUP C TOTAL			\$0.00
	UNIT	1YR EST. QTY	UNIT PRICEEXT PRICE
Group D - Neighborhood Parks			
1	Allenwood Park	Visit 156	\$0.00
2	Bethany Ridge Park	Visit 156	\$0.00
3	Bradford Crossing Park	Visit 156	\$0.00
4	Cottonwood Bend Park	Visit 156	\$0.00
5	Country Meadows Park	Visit 156	\$0.00
6	Dayspring Nature Preserve Park	Visit 156	\$0.00
7	Dayspring Nature Preserve	Visit 156	\$0.00
8	Fox Hollow Property	Visit 156	\$0.00
9	Glendover Park	Visit 156	\$0.00
10	Green Park	Visit 156	\$0.00
11	Lost Creek Park	Visit 156	\$0.00
12	Morgan Crossing Park	Visit 156	\$0.00
13	Orchards Park	Visit 156	\$0.00
14	Quail Run Park	Visit 260	\$0.00
15	Reed Park East and West	Visit 260	\$0.00
16	Ridgeview Crossing Park	Visit 156	\$0.00
17	Spring Meadow Park	Visit 156	\$0.00
18	Stacy Ridge park	Visit 156	\$0.00
19	Story Park	Visit 156	\$0.00
20	Suncreek Park	Visit 156	\$0.00
21	Twin Creeks Park	Visit 156	\$0.00
22	Waterford Park	Visit 156	\$0.00
23	Watters Crossing Park	Visit 156	\$0.00
GROUP D TOTAL			\$0.00

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

By: _____
(Original Signature) **Shall be signed to be considered responsive**

(Typed or Printed Name)

(Title)

(Date)

Remittance

Address: _____

(Zip Code)

Phone #: (____) _____

Fax #: (____) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION V – EXHIBITS

EXHIBIT 1

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate. or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured

3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 shall contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form shall be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification.

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company 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 Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company 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 Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number: _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor shall provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor shall, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage

agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.

- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	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 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. <div style="border: 1px solid black; height: 30px; margin-top: 5px; text-align: center;">Name of Officer</div>		
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. <div style="margin-left: 40px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
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 <input type="checkbox"/> 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 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Date</div> </div> </div>		

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

List your most current agreements/contracts, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT 5

"NO BID" RESPONSE

Please denote below the reason for not bidding on the above bid:

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1	Sole Proprietorship	_____Yes _____No?
	2.	General Partnership	_____Yes _____No
	3.	Limited Partnership	_____Yes _____No
	4.	Corporation	_____Yes _____No
	5.	Other	_____Yes _____No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

_____No _____Yes if yes, specify _____MBE _____WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

_____No _____Yes

If yes, specify the governmental agency: _____

Date of certification: _____

EXHIBIT 7
SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: _____ ☐ Small ☐ WBE ☐ MBE
☐ Non-S/M/WBE

Description: _____ Contract/Solicitation Number _____

Check the applicable: ☐ **Subcontracting/Vendor Opportunities** ☐ **Sole Source** ☐ **Direct Purchase**

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

BUSINESS STATUS					Description of Commodity, Material, or Service	Dollar Amount
Name of company performing work	SM.	MBE	WBE	Non S/M/WBE		
						\$
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: _____

Signature: _____ Date: _____

EXHIBIT 8
WORK FORCE COMPOSITION

Name of Firm	Phone Number Email	
Address	City Zip	State
Typed Name & Title of Authorized Executive		

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female
Admin & Managerial														
Professional														
Technical														
Sales Workers														
Office & Clerical														
Skilled Workers														
Semiskilled Workers														
Unskilled Workers														
Apprentices														
Seasonal, Temp & Part Time														
TOTAL														

WORK FORCE COMPOSITION

Remarks

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof Name and Title of Signer:

(Please print or type)

Signature:

Date: _____

*Please use additional sheets to identify the ethnicity of employees identified in this category.

Allen Historic Dam Greenbelt 1 ArcGIS Web Map



6/17/2021, 10:33:11 AM

Roads (Scale: 9.499K-10)

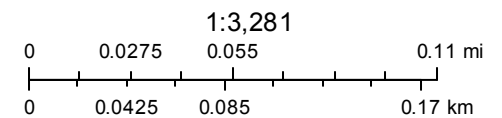
Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Allen Historic Dam Greenbelt 2 ArcGIS Web Map



6/17/2021, 10:37:39 AM

Roads (Scale: 9.499K-10)

Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3

1:1,640

0 0.0125 0.025 0.05 mi
0 0.02 0.04 0.08 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Allen Station Park Ball fields Perimeter



Allen Station Park



Exchange Pkwy. Far East



Hillside Wellness Park ArcGIS Web Map



6/17/2021, 10:23:19 AM

Roads (Scale: 9.499K-10)

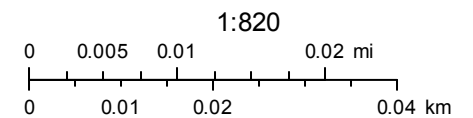
Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Molson Farm ROW ArcGIS Web Map

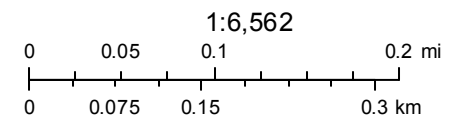


6/17/2021, 9:16:28 AM

Roads (Scale: 9.499K-10)

Other
Collector

Service	Local	Minor Arterial
Ramp	Highway	Tollway
Private	Major Arterial	Land Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Ridgeview Trail Loop At Starcreek 2 ArcGIS Web Map



6/17/2021, 10:54:21 AM

Roads (Scale: 9.499K-10)

Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3

1:1,640

0 0.0125 0.025 0.05 mi
0 0.02 0.04 0.08 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Ridgeview Trail Loop at Starcreek 1

ArcGIS Web Map



6/17/2021, 11:04:35 AM

Roads (Scale: 9.499K-10)

Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3

1:3,281

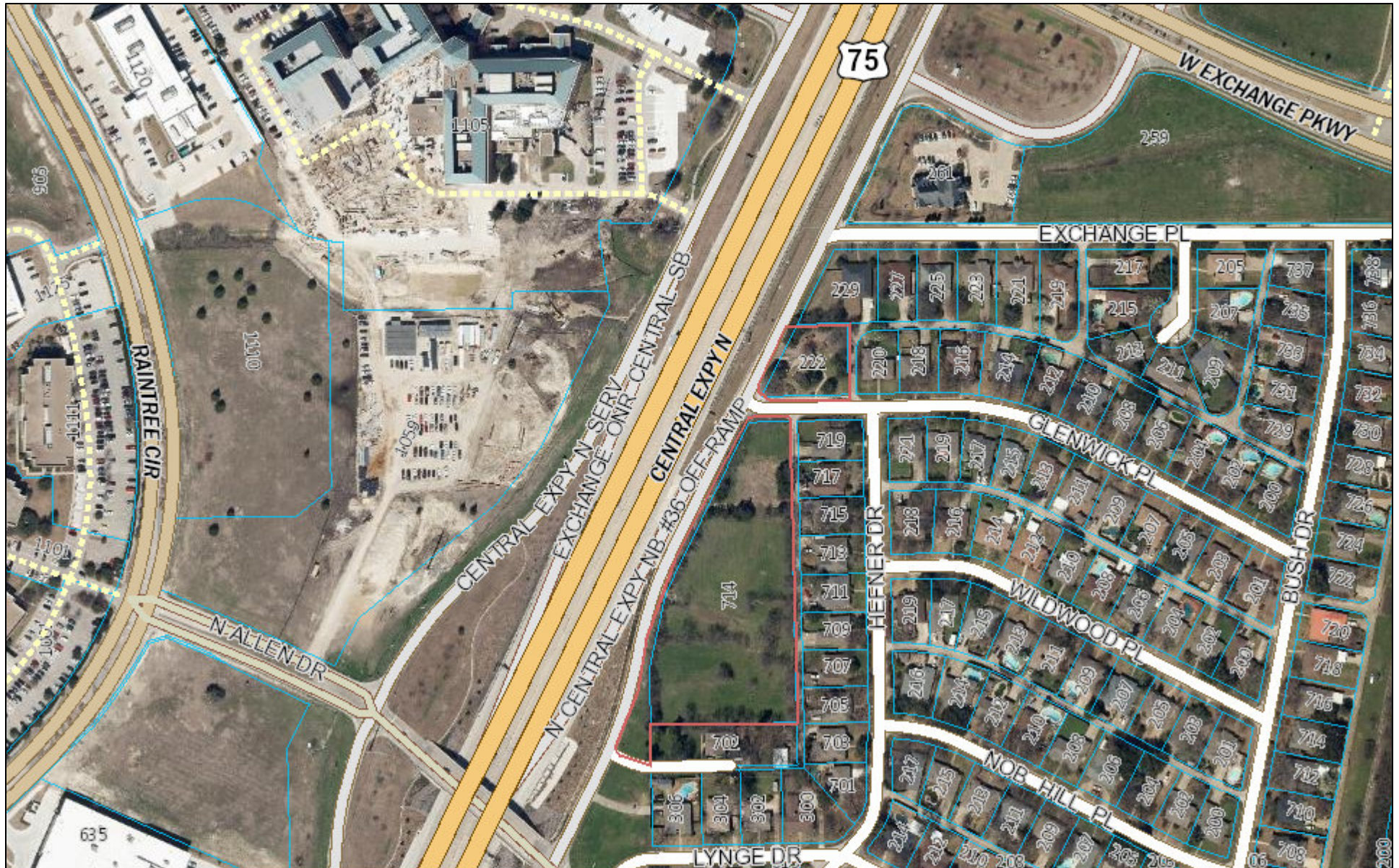
0 0.0275 0.055 0.11 mi
0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Rolling Hills Park and Additional Acreage ArcGIS Web Map



6/17/2021, 9:23:15 AM

Roads (Scale: 9.499K-10)

Other
Collector

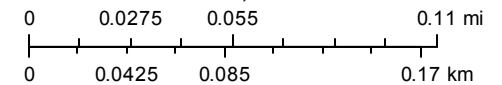
Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3

1:3,281

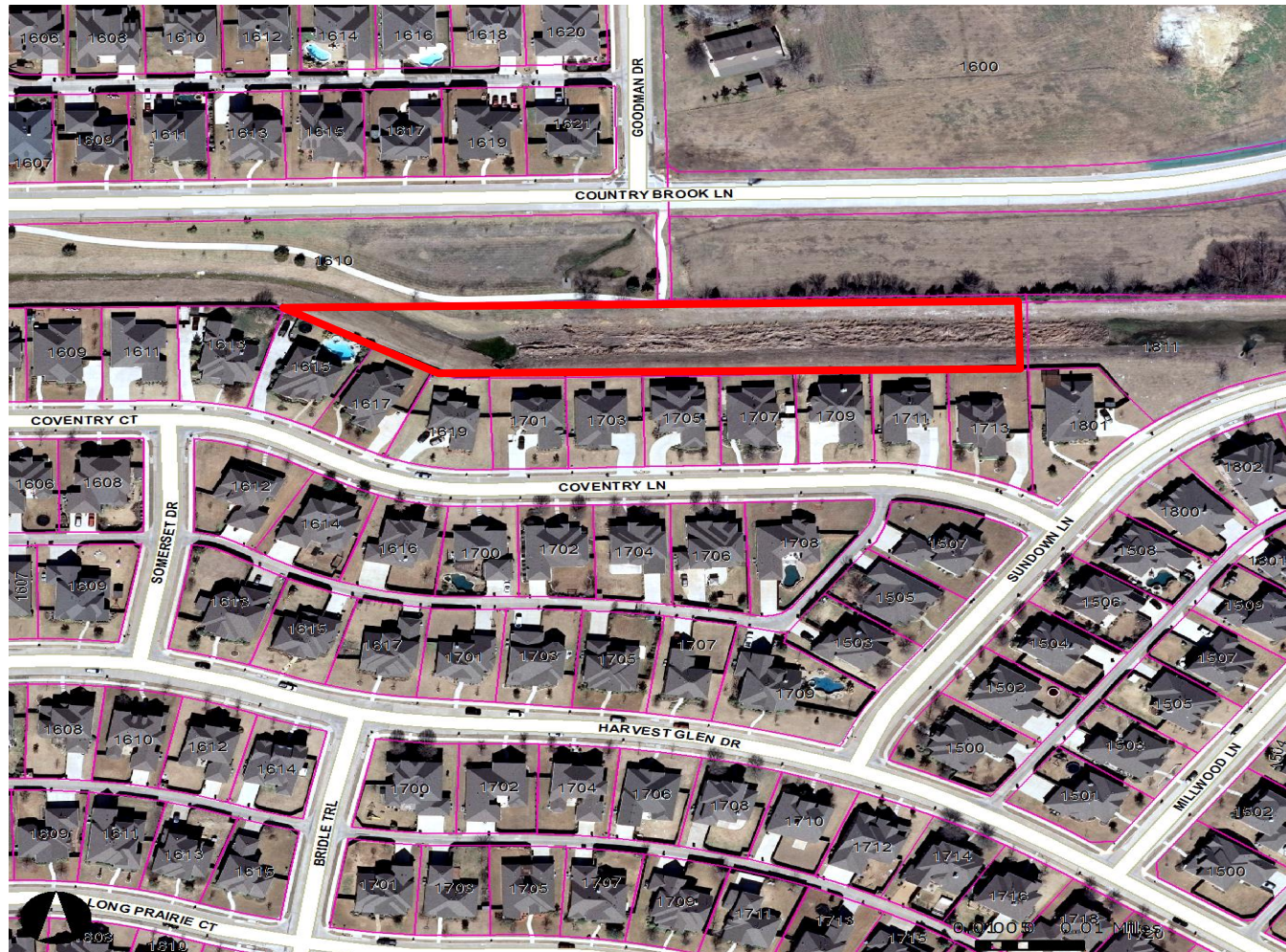


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Summerfield Greenbelt

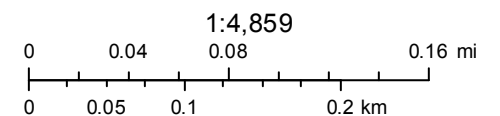


Twin Creeks Park ArcGIS Web Map

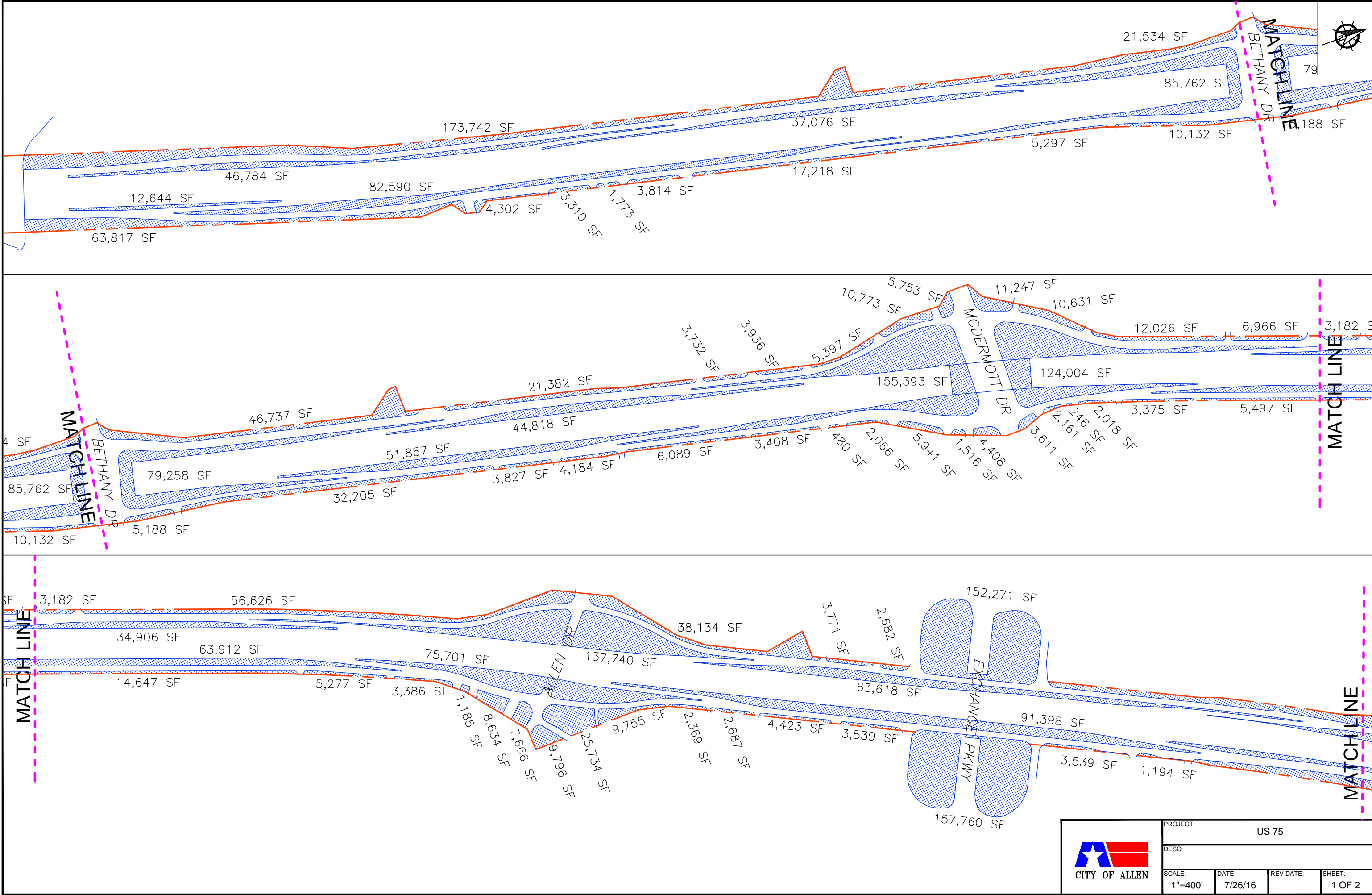


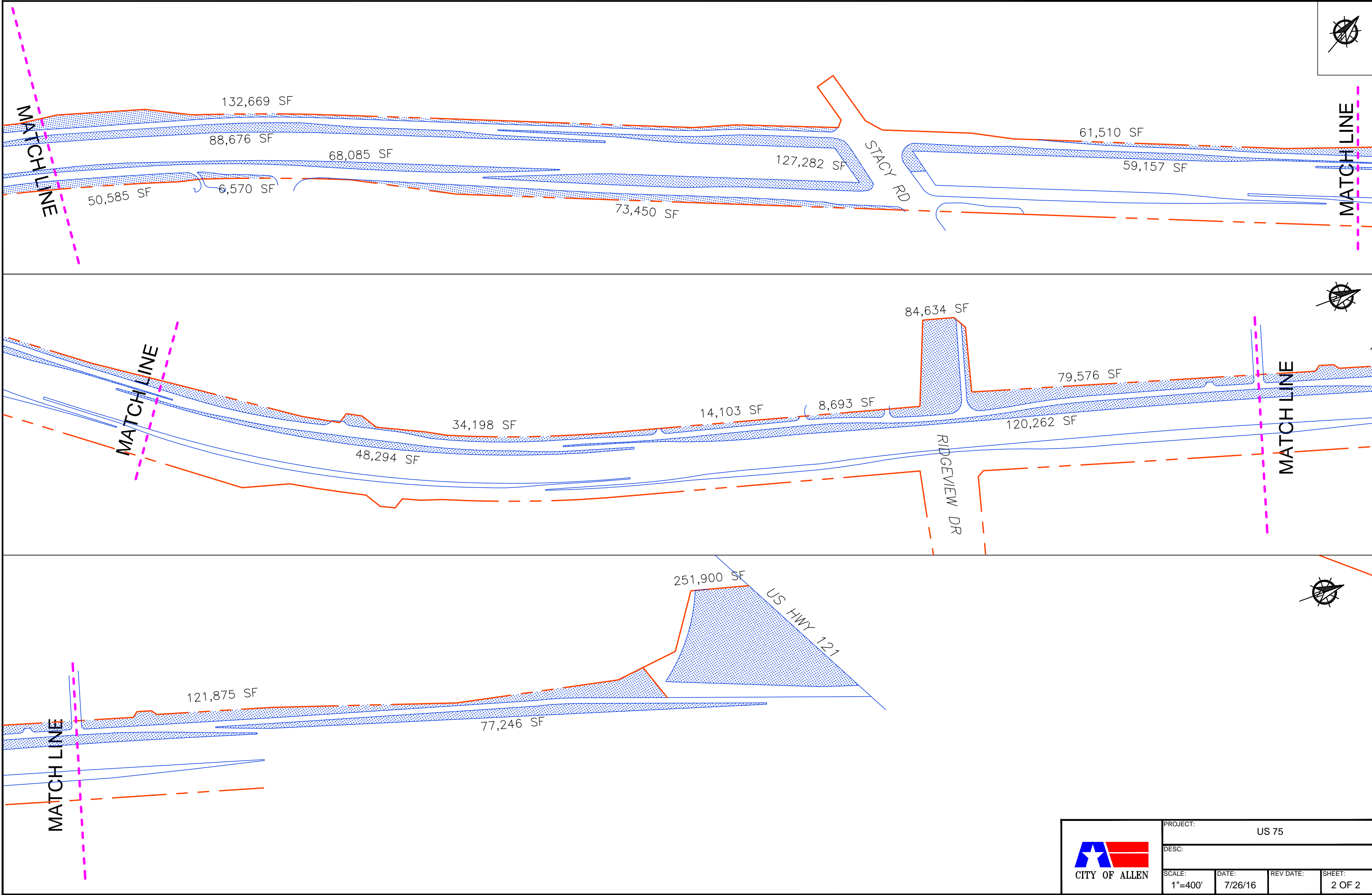
September 28, 2016

- | | | | | | |
|---|-----------|---------|----------------|----------------|---------------|
| + | Railroad | Service | Local | Minor Arterial | Red: Band_1 |
| — | Other | Ramp | Highway | Tollway | Green: Band_2 |
| — | Collector | Private | Major Arterial | Land Parcels | Blue: Band_3 |



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),







Bid Sheet-Solicitation #2021-6-89 Litter Collection Services

BIDDERS MUST BID ON EACH LINE IN THE GROUP TO BE CONSIDERED FOR AWARD. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name:

		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group A - US 75 Maintenance					
1	US75 Overpass/Underpass	Visit	26		\$0.00
2	US75 Turnarounds & R.O.W.	Visit	26		\$0.00
		GROUP A TOTAL			\$0.00
		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group B - City Wide/Regional Parks					
1	Allen Station Historic Dam Greenbelt	Visit	156		\$0.00
2	Allen Station Park	Visit	260		\$0.00
3	Allen Station Park Ballfields and Perimeter	Visit	364		\$0.00
4	Don Rodenbaugh Natatorium	Visit	312		\$0.00
5	The Edge @ Allen Station Park	Visit	364		\$0.00
6	Allen Senior Recreation Center and Heritage Village	Visit	156		\$0.00
		GROUP B TOTAL			\$0.00
		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group C - Community Parks					
1	Bethany Lakes Park & North Channel	Visit	364		\$0.00
2	Celebration Park	Visit	364		\$0.00
3	Ford Park East	Visit	364		\$0.00
4	Ford Park West, Dog Park, Pool and Parking lot	Visit	260		\$0.00
5	Spirit Park	Visit	364		\$0.00
		GROUP C TOTAL			\$0.00

Group D - Neighborhood Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allenwood Park	Visit	156		\$0.00
2	Bethany Ridge Park	Visit	156		\$0.00
3	Bradford Crossing Park	Visit	156		\$0.00
4	Cottonwood Bend Park	Visit	156		\$0.00
5	Country Meadows Park	Visit	156		\$0.00
6	Dayspring Nature Preserve Park	Visit	156		\$0.00
7	Dayspring Nature Preserve	Visit	156		\$0.00
8	Fox Hollow Property	Visit	156		\$0.00
9	Glendover Park	Visit	156		\$0.00
10	Green Park	Visit	156		\$0.00
11	Lost Creek Park	Visit	156		\$0.00
12	Morgan Crossing Park	Visit	156		\$0.00
13	Orchards Park	Visit	156		\$0.00
14	Quail Run Park	Visit	156		\$0.00
15	Reed Park East and West	Visit	156		\$0.00
16	Ridgeview Crossing Park	Visit	156		\$0.00
17	Spring Meadow Park	Visit	156		\$0.00
18	Stacy Ridge park	Visit	156		\$0.00
19	Story Park	Visit	156		\$0.00
20	Suncreek Park	Visit	156		\$0.00
21	Twin Creeks Park	Visit	156		\$0.00
22	Waterford Park	Visit	156		\$0.00
23	Watters Crossing Park	Visit	156		\$0.00
		GROUP D TOTAL			\$0.00
Group E - Enhanced Greenbelts		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Bridgewater Crossing Greenbelt Park	Visit	156		\$0.00
2	Cumberland Crossing Park	Visit	156		\$0.00
3	Custer Meadows Greenbelt	Visit	156		\$0.00
4	Greenville Heights Park	Visit	156		\$0.00
5	Heritage Park	Visit	156		\$0.00
6	Shadow Lakes Park	Visit	104		\$0.00
7	Ridgeview Trail Loop at Star Creek	Visit	104		\$0.00
8	The Bluffs at Lost Creek	Visit	104		\$0.00
9	The Woods Natural Area	Visit	156		\$0.00
		GROUP E TOTAL			\$0.00
Group F - Pocket Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Hillside Play Area	Visit	156		\$0.00
2	Rolling Hills Park	Visit	156		\$0.00
3	Walden Park	Visit	156		\$0.00
4	Windridge park	Visit	156		\$0.00
		GROUP F TOTAL			\$0.00
Group G - Special Use Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Cemetery	Visit	52		\$0.00
2	Bolin Park	Visit	260		\$0.00
3	Hillside Wellness Park	Visit	260		\$0.00
4	Jupiter Ballfields	Visit	260		\$0.00
5	Twin Creeks Business Park	Visit	156		\$0.00
		GROUP G TOTAL			\$0.00
Group H - Right of Ways/Medians/Easements		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Heights	Visit	104		\$0.00
2	Allen Drive / St. Mary's Drive	Visit	52		\$0.00
3	Alma Road Medians (North of Exch.)	Visit	104		\$0.00
4	Alma Road Medians (South of McDermott)	Visit	104		\$0.00
5	Angel Parkway	Visit	104		\$0.00
6	Bethany Road East of US 75	Visit	104		\$0.00
7	Bethany Rd West of US 75	Visit	104		\$0.00
8	Burnside R.O.W.	Visit	52		\$0.00
9	Cedar Dr	Visit	52		\$0.00
10	Chaparral Rd	Visit	104		\$0.00
11	Custer Road R.O.W.	Visit	52		\$0.00
12	Exchange East Medians and R.O.W.	Visit	104		\$0.00
13	Exchange West Medians and R.O.W.	Visit	104		\$0.00
14	Fountain Gate Dr	Visit	104		\$0.00
15	Greenville Ave	Visit	104		\$0.00

16	Hedgecoxe Median and R.O.W.	Visit	104		\$0.00
17	Jupiter Road	Visit	104		\$0.00
18	Main Street (East of Greenville)	Visit	104		\$0.00
19	Main Street Downtown	Visit	104		\$0.00
20	Malone R.O.W.	Visit	104		\$0.00
21	McDermott Drive	Visit	104		\$0.00
22	McDermott R.O.W.	Visit	104		\$0.00
23	Park Place Drive	Visit	52		\$0.00
24	Ridgeview Median	Visit	104		\$0.00
25	Stacy Medians	Visit	104		\$0.00
26	Watters Road Cluster	Visit	104		\$0.00
27	Small Medians and Entries	Visit	104		\$0.00
			GROUP H TOTAL		\$0.00
Group I - Municipal Buildings		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Municipal Complex	Visit	260		\$0.00
2	Allen Heritage Center	Visit	104		\$0.00
3	Library	Visit	260		\$0.00
4	Recreation Hall	Visit	104		\$0.00
5	Animal Shelter	Visit	104		\$0.00
			GROUP I TOTAL		\$0.00
Group J - Undeveloped Properties - Alternate Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Estevie Property	Visit	52		\$0.00
2	Molson Farm - R.O.W.	Visit	52		\$0.00
3	Raintree Park	Visit	52		\$0.00
4	Central Business District (CBD)	Visit	104		\$0.00
5	Bethany/Allen Heights Creek	Visit	104		\$0.00
6	Summerfield/Greenbelt area	Visit	52		\$0.00
7	Far East Exchange Drainage area	Visit	52		\$0.00
			GROUP J TOTAL		\$0.00
Group K - Allen USA Celebration		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen USA Celebration Litter Control	Visit	1		\$0.00
			GROUP K TOTAL		\$0.00
Group L - Athletic Tournaments Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Station Park – Softball Facility (4) Youth Softball Fields	Visit	46		\$0.00
2	Allen Station Park – Baseball Facility (5) Youth Baseball Fields	Visit	30		\$0.00
3	Celebration Park – Baseball Facility (4) Youth Baseball Fields	Visit	30		\$0.00
4	Celebration Park – Soccer Facility (15) Youth Soccer Fields	Visit	30		\$0.00
5	Ford Park East – Softball Facility (3) Adult Softball fields	Visit	30		\$0.00
6	Bolin Park – Baseball Facility and Soccer Facility (2) Youth Baseball Fields (2) Youth Soccer Fields	Visit	30		\$0.00
7	Spirit Park-Adult Softball and Cricket Facility (4) Adult Softball Fields (1) Cricket Field	Visit	30		\$0.00
			GROUP L TOTAL		\$0.00

Annual Total:	\$0.00
----------------------	---------------

[illegible]



Date: 8/3/2021
ADDENDUM 1
2021-6-89
Litter Collection Services

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Action:

- Pre-conference sign-in sheet

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

Date



2021-6-89 Addendum 1 Lawn Star Landscape Supplier Response

Event Information

Number: 2021-6-89 Addendum 1
Title: Litter Collection Services
Type: Request For Bid
Issue Date: 7/22/2021
Deadline: 8/19/2021 02:00 PM (CT)
Notes:

GENERAL INFORMATION

CITY OF ALLEN, TEXAS

BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING
MANAGER

INVITATION FOR BID

SOLICITATION #2021-6-89

LITTER COLLECTION SERVICES

BID PACKAGES ARE DUE TO THE

PURCHASING DIVISION PRIOR TO:

AUGUST 19, 2021 @ 2:00 P.M.

NO LATE BIDS WILL BE ACCEPTED

**ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED**

<http://allentx.ionwave.net>

BID PACKAGES

MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION

305 CENTURY PARKWAY

ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE
CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

Contact Information

Contact: Eva Badali Sr. Buyer

Address: Purchasing
305 Century Parkway
Allen, TX 75013

Phone: 214 (509) 4631

Email: ebadali@cityofallen.org

Lawn Star Landscape Information

Address: 1921 San Carlos Ave
Allen, TX 75002
Phone: (214) 417-7156

By submitting your response, you certify that you are authorized to represent and bind your company.

Jeff Rice

Signature

Submitted at 8/19/2021 10:02:25 AM

jeff_rice@sbcglobal.net

Email

Requested Attachments

References

20210819_095115.PDF

Addenda Acknowledgement

20210819_095115.PDF

Bid Endorsement Page

20210819_095115.PDF

Response Attachments

20210819_095115.PDF

Documents

Bid Sheet 2021-6-89 - LAWN STAR.xlsx

Bid Sheet

Bid Attributes

1 Instructions

Required forms can be downloaded from the 'attachments' tab of the eBid solicitation. Documents are to be uploaded as part of the bid submittal or offer in the 'response attachments' section. Call the Purchasing Office with any questions or assistance regarding the eBid system.

2 Proof of Insurance

Submit proof of insurance that meets the City's minimum insurance requirements. An insurance certificate naming the City as additional insured is to be furnished upon award by the successful bidder or offerer. A waiver of subrogation must apply to all lines. The Certificate Holder box will read as follows: City of Allen, 305 Century Pkwy, Allen, TX 75013.

☒ COMPLETE (COMPLETE)

3 Bid Endorsement Form

☒ COMPLETE (COMPLETE)

4 Workforce Composition Form

☒ COMPLETE (COMPLETE)

5 Affidavit of No Prohibited Interest Form

☒ COMPLETE (COMPLETE)

6	Conflict of Interest Questionnaire Form <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
7	Schedule of Subcontractors Form <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
8	1295 Form Form must be completed online, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
9	Bidders Qualification Statement <input checked="" type="checkbox"/> Bidders Qualification Statement (Bidders Qualification Statement)
10	Supplemental Information <input checked="" type="checkbox"/> Supplemental Information (Supplemental Information)
11	Addendum The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal. <input checked="" type="checkbox"/> Addendum (Addendum)
12	Bid Sheet (Pricing) <input checked="" type="checkbox"/> Bid Sheet (Pricing) (Bid Sheet (Pricing))
13	Section VENDOR REFERENCES
14	References List multiple references and prior experience; preferably with other governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.
15	Reference 1
16	Reference Name <input type="text" value="Bobby Trevino"/>
17	Reference Company Name <input type="text" value="City of Allen"/>
18	Reference Business Address <input type="text" value="305 Century, Allen"/>
19	Reference Phone Number <input type="text" value="(214) 289-1927"/>
20	Reference Email Address <input type="text" value="btrevino@cityofallen.org"/>

2 1	Reference 2
2 2	Reference Name Michael Darr
2 3	Reference Company Name City of Plano
2 4	Reference Business Address 1520 K Ave, Plano
2 5	Reference Phone Number (972) 951-9803
2 6	Reference Email Address michaeld@plano.gov
2 7	Reference 3
2 8	Reference Name JR Douglas
2 9	Reference Company Name Douglas Properties
3 0	Reference Business Address 2309 K Ave, Plano
3 1	Reference Phone Number (214) 336-3891
3 2	Reference Email Address jr.douglas@yahoo.com



Bid Sheet-Solicitation #2021-6-89 Litter Collection Services

BIDDERS MUST BID ON EACH LINE IN THE GROUP TO BE CONSIDERED FOR AWARD. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name: **LAWN
STAR LANDSCAPE**

		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group A - US 75 Maintenance					
1	US75 Overpass/Underpass	Visit	26	\$160.00	\$4,160.00
2	US75 Turnarounds & R.O.W.	Visit	26	\$450.00	\$11,700.00
		GROUP A TOTAL			\$15,860.00
		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group B - City Wide/Regional Parks					
1	Allen Station Historic Dam Greenbelt	Visit	156	\$5.00	\$780.00
2	Allen Station Park	Visit	260	\$30.00	\$7,800.00
3	Allen Station Park Ballfields and Perimeter	Visit	364	\$20.00	\$7,280.00
4	Don Rodenbaugh Natatorium	Visit	312	\$7.50	\$2,340.00
5	The Edge @ Allen Station Park	Visit	364	\$12.50	\$4,550.00
6	Allen Senior Recreation Center and Heritage Village	Visit	156	\$11.50	\$1,794.00
		GROUP B TOTAL			\$24,544.00
		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group C - Community Parks					
1	Bethany Lakes Park & North Channel	Visit	364	\$35.00	\$12,740.00
2	Celebration Park	Visit	364	\$90.00	\$32,760.00
3	Ford Park East	Visit	364	\$35.00	\$12,740.00
4	Ford Park West, Dog Park, Pool and Parking lot	Visit	260	\$26.00	\$6,760.00
5	Spirit Park	Visit	364	\$45.00	\$16,380.00
		GROUP C TOTAL			\$81,380.00

Group D - Neighborhood Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allenwood Park	Visit	156	\$6.00	\$936.00
2	Bethany Ridge Park	Visit	156	\$6.50	\$1,014.00
3	Bradford Crossing Park	Visit	156	\$6.00	\$936.00
4	Cottonwood Bend Park	Visit	156	\$7.00	\$1,092.00
5	Country Meadows Park	Visit	156	\$9.00	\$1,404.00
6	Dayspring Nature Preserve Park	Visit	156	\$5.00	\$780.00
7	Dayspring Nature Preserve	Visit	156	\$8.00	\$1,248.00
8	Fox Hollow Property	Visit	156	\$5.00	\$780.00
9	Glendover Park	Visit	156	\$11.00	\$1,716.00
10	Green Park	Visit	156	\$6.50	\$1,014.00
11	Lost Creek Park	Visit	156	\$6.50	\$1,014.00
12	Morgan Crossing Park	Visit	156	\$6.50	\$1,014.00
13	Orchards Park	Visit	156	\$5.00	\$780.00
14	Quail Run Park	Visit	156	\$8.00	\$1,248.00
15	Reed Park East and West	Visit	156	\$10.00	\$1,560.00
16	Ridgeview Crossing Park	Visit	156	\$6.00	\$936.00
17	Spring Meadow Park	Visit	156	\$6.50	\$1,014.00
18	Stacy Ridge park	Visit	156	\$10.50	\$1,638.00
19	Story Park	Visit	156	\$10.50	\$1,638.00
20	Suncreek Park	Visit	156	\$14.00	\$2,184.00
21	Twin Creeks Park	Visit	156	\$9.50	\$1,482.00
22	Waterford Park	Visit	156	\$5.00	\$780.00
23	Watters Crossing Park	Visit	156	\$9.00	\$1,404.00
		GROUP D TOTAL			\$27,612.00
Group E - Enhanced Greenbelts		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Bridgewater Crossing Greenbelt Park	Visit	156	\$12.50	\$1,950.00
2	Cumberland Crossing Park	Visit	156	\$8.00	\$1,248.00
3	Custer Meadows Greenbelt	Visit	156	\$6.00	\$936.00
4	Greenville Heights Park	Visit	156	\$7.00	\$1,092.00
5	Heritage Park	Visit	156	\$5.00	\$780.00
6	Shadow Lakes Park	Visit	104	\$8.50	\$884.00
7	Ridgeview Trail Loop at Star Creek	Visit	104	\$5.00	\$520.00
8	The Bluffs at Lost Creek	Visit	104	\$5.00	\$520.00
9	The Woods Natural Area	Visit	156	\$6.00	\$936.00
		GROUP E TOTAL			\$8,866.00
Group F - Pocket Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Hillside Play Area	Visit	156	\$5.00	\$780.00
2	Rolling Hills Park	Visit	156	\$5.00	\$780.00
3	Walden Park	Visit	156	\$5.00	\$780.00
4	Windridge park	Visit	156	\$5.00	\$780.00
		GROUP F TOTAL			\$3,120.00
Group G - Special Use Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Cemetery	Visit	52	\$15.00	\$780.00
2	Bolin Park	Visit	260	\$12.00	\$3,120.00
3	Hillside Wellness Park	Visit	260	\$10.00	\$2,600.00
4	Jupiter Ballfields	Visit	260	\$9.00	\$2,340.00
5	Twin Creeks Business Park	Visit	156	\$7.50	\$1,170.00
		GROUP G TOTAL			\$10,010.00
Group H - Right of Ways/Medians/Easements		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Heights	Visit	104	\$35.00	\$3,640.00
2	Allen Drive / St. Mary's Drive	Visit	52	\$10.50	\$546.00
3	Alma Road Medians (North of Exch.)	Visit	104	\$14.50	\$1,508.00
4	Alma Road Medians (South of McDermott)	Visit	104	\$7.50	\$780.00
5	Angel Parkway	Visit	104	\$17.00	\$1,768.00
6	Bethany Road East of US 75	Visit	104	\$42.50	\$4,420.00
7	Bethany Rd West of US 75	Visit	104	\$15.00	\$1,560.00
8	Burnside R.O.W.	Visit	52	\$6.00	\$312.00
9	Cedar Dr	Visit	52	\$5.00	\$260.00
10	Chaparral Rd	Visit	104	\$6.00	\$624.00
11	Custer Road R.O.W.	Visit	52	\$5.00	\$260.00
12	Exchange East Medians and R.O.W.	Visit	104	\$38.00	\$3,952.00
13	Exchange West Medians and R.O.W.	Visit	104	\$23.50	\$2,444.00
14	Fountain Gate Dr	Visit	104	\$5.00	\$520.00
15	Greenville Ave	Visit	104	\$31.50	\$3,276.00

16	Hedgecoxe Median and R.O.W.	Visit	104	\$19.00	\$1,976.00
17	Jupiter Road	Visit	104	\$7.50	\$780.00
18	Main Street (East of Greenville)	Visit	104	\$12.50	\$1,300.00
19	Main Street Downtown	Visit	104	\$5.00	\$520.00
20	Malone R.O.W.	Visit	104	\$6.00	\$624.00
21	McDermott Drive	Visit	104	\$36.00	\$3,744.00
22	McDermott R.O.W.	Visit	104	\$11.00	\$1,144.00
23	Park Place Drive	Visit	52	\$5.00	\$260.00
24	Ridgeview Median	Visit	104	\$15.50	\$1,612.00
25	Stacy Medians	Visit	104	\$19.00	\$1,976.00
26	Watters Road Cluster	Visit	104	\$27.00	\$2,808.00
27	Small Medians and Entries	Visit	104	\$5.00	\$520.00
			GROUP H TOTAL		\$43,134.00
Group I - Municipal Buildings		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Municipal Complex	Visit	260	\$8.50	\$2,210.00
2	Allen Heritage Center	Visit	104	\$5.00	\$520.00
3	Library	Visit	260	\$9.50	\$2,470.00
4	Recreation Hall	Visit	104	\$5.00	\$520.00
5	Animal Shelter	Visit	104	\$5.00	\$520.00
			GROUP I TOTAL		\$6,240.00
Group J - Undeveloped Properties - Alternate Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Estevie Property	Visit	52	\$5.00	\$260.00
2	Molson Farm - R.O.W.	Visit	52	\$5.00	\$260.00
3	Raintree Park	Visit	52	\$6.00	\$312.00
4	Central Business District (CBD)	Visit	104	\$7.50	\$780.00
5	Bethany/Allen Heights Creek	Visit	104	\$7.50	\$780.00
6	Summerfield/Greenbelt area	Visit	52	\$5.00	\$260.00
7	Far East Exchange Drainage area	Visit	52	\$5.00	\$260.00
			GROUP J TOTAL		\$2,912.00
Group K - Allen USA Celebration		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen USA Celebration Litter Control	Visit	1	\$3,000.00	\$3,000.00
			GROUP K TOTAL		\$3,000.00
Group L - Athletic Tournaments Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Station Park – Softball Facility (4) Youth Softball Fields	Visit	46	\$20.00	\$920.00
2	Allen Station Park – Baseball Facility (5) Youth Baseball Fields	Visit	30	\$20.00	\$600.00
3	Celebration Park – Baseball Facility (4) Youth Baseball Fields	Visit	30	\$20.00	\$600.00
4	Celebration Park – Soccer Facility (15) Youth Soccer Fields	Visit	30	\$20.00	\$600.00
5	Ford Park East – Softball Facility (3) Adult Softball fields	Visit	30	\$20.00	\$600.00
6	Bolin Park – Baseball Facility and Soccer Facility (2) Youth Baseball Fields (2) Youth Soccer Fields	Visit	30	\$10.00	\$300.00
7	Spirit Park-Adult Softball and Cricket Facility (4) Adult Softball Fields (1) Cricket Field	Visit	30	\$20.00	\$600.00
			GROUP L TOTAL		\$4,220.00

Annual Total:	\$230,898.00
----------------------	---------------------

[illegible]

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

LAWN STAR LANDSCAPE

(OFFICIAL Firm Name)

By: Jeff Rice

(Original Signature) **Shall be signed to be considered responsive**

Jeff Rice

(Typed or Printed Name)

Owner

(Title)

8/18/21

(Date)

Remittance

Address: 1921 San Carlos

Allen TX

75002

(Zip Code)

Phone #: (214) 417 7156

Fax #: ()

E-Mail Address: jeff.rice@sbcglobal.net

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION V – EXHIBITS

EXHIBIT 1

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate. or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured

3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 shall contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form shall be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification.

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company 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 Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company 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 Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number: 2021-6-89

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor shall provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor shall, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage

agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.

- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

LAWN STAR LANDSCAPE

Name of Contractor

By: [Signature]

Signature

KELLY GRIGG

(Print Name)

OWNER

(Title)

STATE OF TEXAS

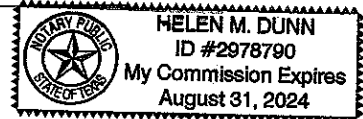
COUNTY OF COLLIN

§

§

SUBSCRIBED AND SWORN TO before me this 19 day of Aug, 2021

[Signature]
Notary Public, State of Texas



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lawn Star Landscape
Allen, TX United States

Certificate Number:
2021-792575

Date Filed:
08/19/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Allen

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.

2021-6-89
Litter Collection

4	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.



6 UNSWORN DECLARATION

My name is Jeff Rice, and my date of birth is 10/25/74


My address is 1921 San Carlos (street), Allen (city), TX (state), 75002 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of TX, on the 18 day of August, 20 21
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> <p>- NO CONFLICT</p> </div> <div style="text-align: center;"> <p>8/18/21</p> </div> </div>		

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

...
(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

EXHIBIT 4
BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2021-6-89

Contractor: LAWN STAR LANDSCAPE

Indicate One: ☒ Sole Proprietor ☐ Partnership ☐ Corporation

Name: Jeff Rice Partner: _____

Title: Owner Title: _____

Address: 1921 San Carlos Address: _____

City: Allen City: _____

State & Zip: TX 75002 State & Zip: _____

Phone: 2144177156 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. TX

Location of Principal Office: 719 N Kentucky, McKinney

Contact and Phone at Principal Office: Same as above

Liability Insurance Provider and Limits of Coverage: FARMERS

Workers compensation Insurance Provider: FARMERS

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on Above Types of Work: 10

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? NO

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? NO

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

List your most current agreements/contracts, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Project: Litter Collection Services
Project Description: Litter Collection
Owner/Agency: City of Allen
Contact Person: Bobby Trevino Contract Price: \$220K
Phone: 940 214 289 1927 Email btrevino@cityofallen.org

Project: Litter Collection Services
Project Description: Litter Collection
Owner/Agency: City of Plano
Contact Person: Michael Darr Contract Price: \$468K
Phone: 972-951-9803 Email michaeld@plano.gov

Project: _____
Project Description: _____
Owner/Agency: _____
Contact Person: _____ Contract Price: _____
Phone: _____ Email _____

Bank References (List Institution, Address, Contact Person, and Phone):

Capital One Bank

EXHIBIT 5

"NO BID" RESPONSE

Please denote below the reason for not bidding on the above bid:

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1	Sole Proprietorship	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No?
	2.	General Partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	3.	Limited Partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	4.	Corporation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	5.	Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

Jeff Rice 1921 San Carlos Ave, Allen TX Collin

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?
☒ No ☐ Yes if yes, specify ☐ MBE ☐ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?
☒ No ☐ Yes

If yes, specify the governmental agency: _____

Date of certification: _____

EXHIBIT 7
SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: _____ ☐ Small ☐ WBE ☐ MBE
☐ Non-S/M/WBE

Description: _____ Contract/Solicitation Number _____

Check the applicable: ☐ Subcontracting/Vendor Opportunities ☐ Sole Source ☐ Direct Purchase

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of company performing work	BUSINESS STATUS				Description of Commodity, Material, or Service	Dollar Amount
	SM.	MBE	WBE	Non S/M/WBE		
NONE						\$
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: Jeff Rice owner
 Signature: [Signature] Date: 8/18/21

EXHIBIT 8
WORK FORCE COMPOSITION

LAWN STAR LANDSCAPE

Name of Firm

214 417 7156

Phone Number

1921 San Carlos

Address

Allen

Email

TX 75002

City

Zip

State

Jeff Rice - owner

Typed Name & Title of Authorized Executive

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female
Admin & Managerial	2													
Professional														
Technical														
Sales Workers														
Office & Clerical														
Skilled Workers	30			3									27	1
Semiskilled Workers														
Unskilled Workers														
Apprentices														
Seasonal, Temp & Part Time														
TOTAL														

WORK FORCE COMPOSITION

Remarks

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:
2021-792575

Date Filed:
08/19/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lawn Star Landscape
Allen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Allen

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.

2021-6-89
Litter Collection

4	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.



6 UNSWORN DECLARATION

My name is Jeff Rice, and my date of birth is 10/25/74

My address is 1921 San Carlos, Allen, TX, 75002, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of TX, on the 18 day of August, 20 21.
(month) (year)

Jeff Rice
Signature of authorized agent of contracting business entity
(Declarant)

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof Name and Title of Signer:

Jeff Rice Owner

Signature: Jeff Rice (Please print or type)

Date: 8/18/21

*Please use additional sheets to identify the ethnicity of employees identified in this category.