

Exhibit B

Primary Responses

Success: All data is valid!

								Numeric	
Status	Bid/No Bid Decision	#	Title	Description	Acres	Quantity Required	Unit of Measure	Unit Price	Total Cost
Zone 4 Creek Channel - Mowing									
Not Bidding	No Bid	#1-1	CREEK CHANNEL - MOWING, SUMMERWIND	Summerwind Channel from Garden Ridge to Valley Parkway, 9.4 ACRES	9.4	8	Cycle		-
Not Bidding	No Bid	#1-2	CREEK CHANNEL - MOWING, COLLEGE ST	Along drainage channel at College east of Kealy to RR tracks, 1.13 ACRES	1.13	8	Cycle		-
Not Bidding	No Bid	#1-3	CREEK CHANNEL - MOWING, MILL ST	Creek area on east side of Mill near Greenland, 0.446 ACRES	0.0446	8	Cycle		-
Not Bidding	No Bid	#1-4	CREEK CHANNEL - MOWING, MESQUITE	Mesquite Creek from High School Dr. to Mill St., 1.21 ACRES	1.21	8	Cycle		-
Not Bidding	No Bid	#1-5	CREEK CHANNEL - MOWING, PRAIRIE	Both sides of Prairie Creek from Millican to Cowan, 9.76 ACRES	9.76	8	Cycle		-
Not Bidding	No Bid	#1-6	CREEK CHANNEL - MOWING, PRAIRIE	Both sides of Prairie Creek from Cowan to Mill, .826 ACRES	0.826	8	Cycle		-
Not Bidding	No Bid	#1-7	CREEK CHANNEL - MOWING, PRAIRIE	Both sides of Prairie Creek from Mill to Kealy, 5.54	5.54	8	Cycle		-
Not Bidding	No Bid	#1-8	CREEK CHANNEL - MOWING, FOX	Along Fox Creek Channel from Surf to Edmonds, 1.22 ACRES	1.22	8	Cycle		-
Not Bidding	No Bid	#1-9	CREEK CHANNEL - MOWING, VILLAGE	Both sides of channel from Village to Fox Creek Channel, 2.2 ACRES	2.2	8	Cycle		-
Not Bidding	No Bid	#1-10	CREEK CHANNEL - MOWING, FOX	Both sides of Fox Creek Channel from Fox to Bellaire, 5.59 ACRES	5.59	8	Cycle		-
Not Bidding	No Bid	#1-11	CREEK CHANNEL - MOWING, FOX	Fox Creek Channel from Edmonds to Fox and from Ridgecrest to Fox, 3.04 ACRES	3.04	8	Cycle		-
Not Bidding	No Bid	#1-12	CREEK CHANNEL - MOWING, VILLAS OF VISTA RIDGE	West side of the creek near the Villas of Vista Ridge and SH 121 bypass, 0.48 ACRES	0.48	8	Cycle		-
Not Bidding	No Bid	#1-13	CREEK CHANNEL - MOWING, CORPORATE CT	Creek channel across from Corporate Ct. to Timber Creek, 0.418 ACRES	0.418	8	Cycle		-
Not Bidding	No Bid	#1-14	CREEK CHANNEL - MOWING, BUEHLER PL	Creek channel behind Buehler Pl., 0.657 ACRES	0.657	8	Cycle		-
Not Bidding	No Bid	#1-15	CREEK CHANNEL - MOWING, BUEHLER PL	Creek area on the north side of Marchant near Buehler Pl., 0.181 ACRES	0.181	8	Cycle		-
Not Bidding	No Bid	#1-16	CREEK CHANNEL - MOWING, MILL	West side of Mill near Martin, 0.07 ACRES	0.07	8	Cycle		-
Not Bidding	No Bid	#1-17	CREEK CHANNEL - MOWING, WILLOW SPRINGS	Top of bank on Willow Springs from Edmonds 0.226 ACRES	0.226	8	Cycle		-
Not Bidding	No Bid	#1-18	CREEK CHANNEL - MOWING, PRAIRIE	West side of Prairie Creek Channel from Garden Ridge to Valley Parkway, 3.50 ACRES	3.5	8	Cycle		-
Not Bidding	No Bid	#1-19	CREEK CHANNEL - MOWING, PRAIRIE	Prairie Creek Channel (Stanford Channel) from Valley Parkway to Summit, 4.52	4.52	8	Cycle		-
Not Bidding	No Bid	#1-20	CREEK CHANNEL - MOWING, MESQUITE	Mesquite Creek channel from Mill to Sycamore, 1.94 ACRES	1.94	8	Cycle		-
Not Bidding	No Bid	#1-21	CREEK CHANNEL - MOWING, VILLAS OF VISTA RIDGE	East side of the creek near the Villas of Vista Ridge and SH 121 bypass, 0.096 ACRES	0.096	8	Cycle		-
Not Bidding	No Bid	#1-22	CREEK CHANNEL - MOWING, FOX	Both sides of Fox Creek Channel west of Surf, 0.158 ACRES	0.158	8	Cycle		-

Not Bidding	No Bid	#1-23	CREEK CHANNEL - MOWING, KEALY	Both sides of channel @ Kealy and Legends, 0.336 ACRES	0.336	8	Cycle		-
Not Bidding	No Bid	#1-24	CREEK CHANNEL - MOWING, S. TIMBER	South Timber Creek near Garden Ridge and Creekview Dr., 0.198 ACRES	0.198	8	Cycle		-
Not Bidding	No Bid	#1-25	CREEK CHANNEL - MOWING, PRAIRIE	Prairie Creek Channel from Valley Parkway to the confluence of Summerwind Channel, 2.08 ACRES	2.08	8	Cycle		-
Not Bidding	No Bid	#1-26	CREEK CHANNEL - MOWING, OLD ORCHARD	Old Orchard @ Timber Creek east of the bridge, 0.605 ACRES	0.605	8	Cycle		-
Not Bidding	No Bid	#1-27	CREEK CHANNEL - MOWING, OLD ORCHARD	Old Orchard @ Timber Creek west of the bridge, 0.187 ACRES	0.187	8	Cycle		-
Not Bidding	No Bid	#1-28	CREEK CHANNEL - MOWING, SUMMIT	West side of Summit at Prairie Creek, 0.31 ACRES	0.31	8	Cycle		-
Not Bidding	No Bid	#1-29	CREEK CHANNEL - MOWING, SUMMIT	East side of Old Orchard on Prairie Creek, 0.115 ACRES	0.115	8	Cycle		-
Not Bidding	No Bid	#1-30	CREEK CHANNEL - MOWING, PRAIRIE	Prairie Creek west of Old Orchard, 0.76 ACRES	0.076	8	Cycle		-
Not Bidding	No Bid	#1-31	CREEK CHANNEL - MOWING, PRAIRIE	Prairie Creek (Stanford Channel) east of the bridge on Summit, 0.036 ACRES	0.036	8	Cycle		-
Not Bidding	No Bid	#1-32	CREEK CHANNEL - MOWING, PRAIRIE	Creek channel adjacent to the water tower from Cysco's property to Windhaven, 1.04 ACRES	1.04	8	Cycle		-
Not Bidding	No Bid	#1-33	CREEK CHANNEL - MOWING, CHELSEA CT	Creek channel east of Chelsea Ct. south from Southwest Parkway, 0.431 ACRES	0.431	8	Cycle		-
Not Bidding	No Bid	#1-34	CREEK CHANNEL - MOWING, Glory Park	Creek Channel is between Glory Park and the La Quinta Inn runs east of Southwest Pkwy to Stemmons Fwy, 0.237 acres	0.237	8	Cycle		-
Basket Total									\$ 0.00

Zone 4 Creek Channel - Trash Pickup

Not Bidding	No Bid	#2-1	CREEK CHANNEL - TRASH PICKUP, SUMMERWIND	Summerwind Channel from Garden Ridge to Valley Parkway, 9.4 ACRES	9.4	8	Cycle		-
Not Bidding	No Bid	#2-2	CREEK CHANNEL - TRASH PICKUP, COLLEGE ST	Along drainage channel at College east of Kealy to RR tracks, 1.13 ACRES	1.13	8	Cycle		-
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Not Bidding	No Bid	#2-33	CREEK CHANNEL - TRASH PICKUP, CHELSEA CT	Creek channel east of Chelsea Ct. south from Southwest Parkway, 0.431 ACRES	0.431	8	Cycle	-

Not Bidding	No Bid	#2-34	CREEK CHANNEL - TRASH PICKUP, Glory Park	Creek Channel is between Glory Park and the La Quinta Inn runs east of Southwest Pkwy to Stemmons Fwy, 0.237 acres	0.237	8	Cycle		-
Not Bidding	No Bid	#2-35	CREEK CHANNEL - TRASH PICKUP, Sylvan Creek	Creek channel from 1200 S Old Orchard Ln to 1430 S Old Orchard Ln, 1.65 acres	1.65	8	Cycle		-
Not Bidding	No Bid	#2-36	CREEK CHANNEL - TRASH PICKUP, Fox Creek	Fox Creek Channel from South of Bellare to 456 Misty Ln, 8.88 acres	8.88	8	Cycle		-
Basket Total									\$ 0.00

Zone 5 TxDOT - Mowing & Trash Pickup

Not Bidding	No Bid	#3-1	MOWING	I-35 MOWING, MILE MARKER 447 TO 455	66	5	Cycle		-
Not Bidding	No Bid	#3-2	TRASH PICKUP	I-35 TRASH AND DEBRIS REMOVAL, MILE MARKER 447 TO 455	66	52	Cycle		-
Not Bidding	No Bid	#3-3	MISCELLANEOUS - Trash and Debris Removal, as needed	TRASH AND DEBRIS PICKUP AS NEEDED (PRICING PER MAN HOUR)	-	1	LUMP SUM		-
Not Bidding	No Bid	#3-4	MISCELLANEOUS - Mowing, as needed	MOWING AS NEEDED, LESS THAN AN ACRE (PRICING PER MAN HOUR)	-	1	LUMP SUM		-
Not Bidding	No Bid	#3-5	MISCELLANEOUS - Mowing per Acre, as needed	MOWING PER ACRE (PRICING PER ACRE)	-	1	LUMP SUM		-
Not Bidding	No Bid	#3-6	MISCELLANEOUS - Tree Removal Services, as needed	TREE REMOVAL SERVICES, (REMOVAL AND DISPOSAL OF PREDETERMINED TREES OF VARYING DIAMETERS AND HEIGHT ON CITY PROPERTY AND ROW)	-	1	LUMP SUM		-
Not Bidding	No Bid	#3-7	MISCELLANEOUS - Tree and Shrub Trimming, as needed	TREE AND SHRUB TRIMMING (PRICING PER CUBIC YARD)	-	1	LUMP SUM		-
Not Bidding	No Bid	#3-8	MISCELLANEOUS - Stump Grinding, as needed	STUMP GRINDING, GRINDING OF PREDETERMINED STUMPS OF VARYING DIAMETERS ON CITY PROPERTY AND ROW. (PER CALIPER)	-	1	LUMP SUM		-
Not Bidding	No Bid	#3-9	MISCELLANEOUS - Chemical Application, as needed	CHEMICAL APPLICATION OF PREDETERMINED AREA USING A CHEMICAL THAT MEETS CITY STANDARDS (PRICING PER ACRE)	-	1	LUMP SUM		-
Not Bidding	No Bid	#3-10	MISCELLANEOUS - Hourly Rate for Additional Services, as needed	HOURLY LABOR COST FOR ADDITIONAL WORK (PRICING PER MAN HOUR)	-	1	LUMP SUM		-
Not Bidding	No Bid	#3-11	MISCELLANEOUS - Trash and Debris Removal on Hardscapes, as needed	TRASH AND DEBRIS PICKUP ON HARDSCAPE AS NEEDED (PRICING PER MAN HOUR)	4.3909	1	LUMP SUM		-
Basket Total									\$ 0.00

Zone 4 Creek Channel - As Needed Services

Not Bidding	No Bid	#4-1	MISCELLANEOUS - Trash and Debris Removal, as needed	TRASH AND DEBRIS PICKUP AS NEEDED (PRICING PER MAN HOUR)	-	1	LUMP SUM		-
Not Bidding	No Bid	#4-2	MISCELLANEOUS - Mowing, as needed	MOWING AS NEEDED, LESS THAN AN ACRE (PRICING PER MAN HOUR)	-	1	LUMP SUM		-

Not Bidding	No Bid	#4-3	MISCELLANEOUS - Mowing per Acre, as needed	MOWING PER ACRE (PRICING PER ACRE)	-	1	LUMP SUM		-	
Not Bidding	No Bid	#4-4	MISCELLANEOUS - Tree Removal Services, as needed	TREE REMOVAL SERVICES, (REMOVAL AND DISPOSAL OF PREDETERMINED TREES OF VARYING DIAMETERS AND HEIGHT ON CITY PROPERTY AND ROW)	-	1	LUMP SUM		-	
Not Bidding	No Bid	#4-5	MISCELLANEOUS - Tree and Shrub Trimming, as needed	TREE AND SHRUB TRIMMING (PRICING PER CUBIC YARD)	-	1	LUMP SUM		-	
Not Bidding	No Bid	#4-6	MISCELLANEOUS - Stump Grinding, as needed	STUMP GRINDING, GRINDING OF PREDETERMINED STUMPS OF VARYING DIAMETERS ON CITY PROPERTY AND ROW. (PER CALIPER INCH)	-	1	LUMP SUM		-	
Not Bidding	No Bid	#4-7	MISCELLANEOUS - Chemical Application, as needed	CHEMICAL APPLICATION OF PREDETERMINED AREA USING A CHEMICAL THAT MEETS CITY STANDARDS (PRICING PER ACRE)	-	1	LUMP SUM		-	
Not Bidding	No Bid	#4-8	MISCELLANEOUS - Hourly Rate for Additional Services, as needed	HOURLY LABOR COST FOR ADDITIONAL WORK (PRICING PER MAN HOUR)	-	1	LUMP SUM		-	
Basket Total									\$ 0.00	
Grand Total									\$ 0.00	



REQUEST FOR PROPOSALS

RFP # 25-50-A

MOWING & LANDSCAPING SERVICES (ZONES 4 & 5)

Proposals Due by Monday, March 10, 2025

Issued on February 15, 2025

SPECIFICATIONS
RFP #25-50-A
MOWING & LANDSCAPING SERVICES (ZONES 4 & 5)

SPECIAL PROVISIONS

1. Proposals received by the City will be compared based on the evaluation criteria provided within the specifications. The unit price requested will be used only for adjusting the total contract price should specific mowing areas require less or increased mowing as the need arises.
2. Contractors are cautioned not to submit their proposals until specifications and sites have been carefully examined. A proposal shall be submitted for the six identified mowing zones including creek channel mowing and TxDOT landscape and debris maintenance. Maps and a descriptive location are provided to assist with approximate site locations of areas to be mowed. Approximate acreage is provided as a guide only. Contractors are responsible for verification of the size of the areas to be maintained. Proposals are not to be submitted based solely on the estimated acreage provided. Field observations are required to determine exact locations and boundaries of areas to be mowed. Parks Department representatives are available to assist as needed to identify areas. The map of the City's mowing locations is attached in the appendix below. A pre-proposal meeting will take place at the time and date listed in Bonfire.
3. The City mowing areas are subdivided into nine zones, two of which are included in this RFP. Contractors will need to submit a separate pricing for each zone they propose to manage in their proposals. A contractor can submit proposals for multiple zones and each zone will be evaluated with the evaluation criteria set by the city. A contractor may be awarded one or more zones based on the evaluation criteria for each zone.
4. Contractor must submit with their proposal a completed Proposal Questionnaire. This consists of information regarding equipment, crew members' experience and the number of days needed to complete one mowing cycle in each zone. The equipment used shall be acceptable in terms of types, capacity, and quantity to perform the mowing work safely and efficiently as specified.
5. Contractor must submit with their proposal a completed Qualification Statement, including current phone numbers and contacts.
6. The contractor must be licensed by the Texas Department of Agriculture to administer the integrated pest management program required in this proposal. A copy of the license and list of the license numbers shall be submitted with the proposal response.
7. Before the beginning of each mowing season (March), the contractor will meet with the city representative to review the procedures and expectations for work to be completed, reporting and payment processes. A notice-to-proceed will be issued by the City representative after this meeting has occurred each year of the contract. The contractor

will be required to meet every three months after the kickoff meeting to maintain communication and ensure procedures and expectations for work are completed.

CONTRACTOR OPERATIONS

1. The Contractor will work under the direction of the Parks Operation Manager or their Representative hereafter referred to as "The City Representative" who will monitor the maintenance by inspections to determine the acceptance or rejection of Maintenance as required under this contract.
2. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Lewisville, and shall control their own operations at the work site and be solely responsible for the acts or omissions of their employees.
3. Weekly the Contractor shall identify the areas their employees will be working by emailing a list of the areas to the City Representative no later than 8:00 a.m. Monday. The Contractor shall give direct personal supervision to the work or shall always have a competent supervisor on the job site during process of the work, with authority to act on behalf of the contractor, and be available for consultation with the City Representative. **A list of sites completed each day shall be submitted to the City Representative by close of business that day.**
4. If the contractor is awarded multiple zones, they will work with the City Representative to determine the work schedule through zones.
5. If the standards of care established for this contract are not observed by the City Representative upon initial inspection, the Contractor will be notified that the site failed inspection and be given 24 hours to address issues. Upon completion of work, the Contractor shall request a second inspection. A fee of \$25 will be deducted from the appropriate monthly billing, charging the contractor for re-inspection. If upon second inspection, issues are not corrected to meet standards of the contract, payment for the cycle at each site will be withheld.
6. Failure to complete work during the established schedule of cycles for each site will result in a loss of payment for each area or site not completed during the cycle.
7. Contractor may not sell, sublet or otherwise assign the contract maintenance responsibilities to others without prior written consent of the City of Lewisville.
8. The contractor must provide a point of contact, a valid telephone number, email address and address to the City Representative. The telephone must always be answered while the contractor's personnel are working on site.
9. The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.

10. All wages, taxes, and worker's compensation of all contract employees shall be paid by the Contractor.
11. The Contractor will be required to keep sufficient equipment and labor on hand to perform the maintenance requirements outlined in this proposal.
12. For the TxDOT IH-35 Zone, the Contractor will be required to provide either rigid-frame mowers with a maximum cutting width of 9 feet or batwing rotary mowers equipped with sharp blades, or equivalent, to cleanly cut vegetations using deflection devices to prevent flying debris ejected by mowers; provide “slow-moving vehicle: emblem affixed to rear of mowers; provide highly visible omnidirectional amber flashing warning lights on tractors and work trucks; portable pressure washer with minimum operating pressure of 1,500 psi to wash mowing equipment; equipment that prevents accumulated debris from being strewn along roadway during transport. Debris and litter must be removed before and after mowing responsibilities in the designated areas.
13. The contractor shall park vehicles and equipment off City streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside lane of any street. Any vehicle or equipment parked in the far-right lane of any street shall have safety flashers on. The area behind the parked unit must be closed and marked in accordance with the Texas Manual on Uniform Traffic Control Devices including but not limited to triangular reflective yield signs. All contractor vehicles shall be clearly identified with the Contractor’s company name and telephone number. The contractor shall load up equipment during break times and move off the City streets. All overnight parking must be done in the contractor's shop yard. Contractor vehicles will also not park in playable spaces in the city’s park system. If access is needed, it must be requested in writing 72 hours prior to work.
14. The equipment used shall be acceptable in terms of types, capacity, and quantity to safely and efficiently perform the mowing work as specified. All mowing equipment must have protective shields in place to prevent foreign objects from being thrown from the cutting unit. All equipment is to be marked with a company name or logo. All equipment is to be well maintained throughout the term of the contract. Daily cleaning of equipment is required before starting a site to prevent spreading of noxious weeds and diseases. If a contractor suspects an abundance of noxious weeds and disease along route, additional cleaning between sites may be necessary. All equipment is subject to regular inspections by the City representative throughout the term of the contract.
15. Contractor employees shall wear fluorescent traffic safety vests or clothing while performing maintenance. Also, contractor employees shall wear the proper PPE’s while performing maintenance.

EMPLOYEES

1. The contractor shall designate a full-time superintendent who shall always be on the job site during each mowing. The City’s representative will communicate only with

the superintendent. The contractor may replace the designated superintendent after written notification to the city.

2. All employees performing work on the properties listed in the proposal invitation shall always present a professional and courteous image to the public. Each employee shall wear a company uniform and all appropriate safety gear.
3. The contractor shall submit a list of all subcontractors to the City for approval, if there are any hired to assist the contractor on the job.

STANDARD OF CARE

The following standards will be observed and required at each cycle or whenever the task is performed. Regardless of the number of cycles an area has. These standards will be used for inspections of the zones and areas.

TXDOT Property and Right-of- Way	Mowing: Must be completed every cycle; areas may not be unfinished. Neat and clean appearance with no clippings or debris left behind. Must be weed free, even and in healthy condition. Mowing height of 6 inches will be maintained.
	Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.
	Litter: All trash, debris and litter shall be picked up and removed from the area. These areas shall be kept in an orderly and clean appearance.
	Pavement: All pavement/hardscape areas adjacent to all contracted mowing shall be free of weeds and debris. It shall be clear of any obstructions and kept in an orderly fashion.
Creek Channels	Mowing: Must be completed every cycle; areas may not be unfinished. Neat and clean appearance with no clippings or debris left behind. Must be weed free, even and in healthy condition. Mowing height of 6 inches will be maintained.
	Edging: Clear and clean edges must be achieved each cycle. Includes, tree line edge and center of creek according to contract. Also any hard surface creek area within the creek channel.
	Litter: All trash, debris and litter shall be picked up and removed from the area. These areas shall be kept in an orderly and clean appearance.
	Pavement: All pavement/hardscape areas adjacent to all contracted mowing shall be free of weeds and debris. It shall be clear of any obstructions and kept in an orderly fashion.

MOWING SCHEDULE

Mowing operations shall be performed Monday through Friday unless directed otherwise. If a contractor needs to work on Saturday or Sunday, pre-approval from the City Representative must be requested by noon on Thursday prior to weekend work being performed. No work shall be performed on holidays. Work hours are between 7:00 a.m. to sunset. Work will not be allowed on the following holidays:

- New Year's Day
 - Martin Luther King's Birthday
 - Memorial Day
 - Juneteenth
 - July Fourth
 - Labor Day
 - Thanksgiving Holidays
 - Christmas Eve and Day
1. Once a site has been started, mowing, trimming, edging, and blowing of clippings shall be completed that day, interrupted only by whether or as directed. (Ex. If site #1 is started on Thursday, the median, right-of-way, and alley at that site must be completed before the contractor leaves for the day).
 2. Grass is to be cut on a specified cycle as set forth in the schedule and list provided in proposal documents.
 3. During the mowing season, the frequency of mowing a site may increase or decrease depending on the prevailing situation. The City of Lewisville reserves the right to eliminate any cycle or portion thereof and to add additional cycles at the City's discretion. Missed or cancelled cycles will not be compensated, additional cycles will only be compensated at the accepted additional cycle rate per site and only when approved by City. Additional cycles will follow the same inspection guidelines as indicated in paragraph 4 of Contractor Operations.
 4. Ozone Alert Days: On ozone alert days, the contractor is required to refrain from mowing and trimming until after 10 A.M., unless diesel powered, or alternative fuel equipment is used. Alternate fuel commercial mowing equipment such as propane powered or compressed natural gas equipment is acceptable to use without any restriction on ozone alert days. It is the responsibility of the contractor to be aware of ozone alert conditions.

MOWING AND TRIMMING

1. Turf shall be maintained to ensure a solid, healthy grass stand virtually free of weeds and undesirable grasses.
2. The mowing of the specified areas shall include the mowing and trimming of all weeds and grasses within each area. A maximum cutting height of 2.5 inches is required.
3. All litter shall be removed by the contractor prior to mowing. This includes, but is not limited to, bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of the landscape. Shredded litter must be removed the day of mowing or a \$25.00 penalty per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris.
4. Bruising or rough cutting of grass is not permitted. The blades of mowers shall remain sharpened, and the height of mowers' deck will be adjusted and operated

so that the grass is cut at a uniform height.

5. Do not mow designated non-mow areas and ensure stands of wildflowers are not mowed before seeds have matured, unless otherwise directed by the city representative.
6. Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system. Excessive clippings in the street or roadways must be removed from the site *immediately* after each mowing and properly disposed of. A \$25.00 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing.
7. Trimming shall include, but is not limited to, cutting or removal of plant material adjacent to or under structures, trees, poles, signs, fences, etc. The contractor is also responsible for removal of all weeds and grass from expansion joints and cracks in all asphalt and concrete surfaces. Trimming shall include use of mechanical string trimming and chemical trimming when approved by the City. Approved chemicals shall be used for trim spraying where mechanical string trimming is not effective. Chemicals should have a distinct dye to mark where it has been applied.
8. The tree rings shall be maintained free of weeds and grass during the duration of the contract. Placing of mulch around trees is required to suppress weeds and a mulch depth of 2" will be maintained the duration of the contract. Trimming of trees will include the removal of suckers (by hand, using hand pruners) from the trunk and/or base of all trees and ornamental trees. Mechanical string trimming shall not touch the base of any tree. A penalty will be charged for any damage caused by the contractor using a mechanical string trimmer. The contractor will observe trees and tree rings while mowing.
9. Mowing and trimming of medians and adjacent rights-of-way should occur on the same day.
10. All concrete, asphalt areas, brick pavers, paved ends on medians, and/or rights-of-way shall be weed/grass free and blown clean of all debris after each cycle.
11. All edges shall be neatly edged (curbs and sidewalks-steel blade edger required) after each cutting. All material dislodged by edging must be removed from the site.
12. The contractor will be responsible for any damage done to plant material or other property during maintenance operations. The contractor will be responsible for the replacement of all trees, shrubs, and ground covers destroyed by their employees. Each tree bumped or marked by mowing or trimming shall cost the Contractor \$25.00 per occurrence. Each \$25.00 penalty shall be deducted from the appropriate monthly billing.
13. Any damage done to irrigation (heads, bubblers, etc.) shall be immediately repaired by the Contractor at his expense. The Contractor shall notify the City Representative of any damage to the irrigation system. The City Representative shall inspect repair and determine if City Irrigation Crews need to make additional repairs. The Contractor will be responsible for reimbursing City for repairs made by City Irrigation Crews due to damage caused by Contractor.

TREE TRIMMING AND PRUNING

1. All trees shall be allowed to grow to their natural genetic form and size, unless specifically excepted.
2. All trees shall be pruned to promote structural strength and to accentuate the natural form and features of the tree.
3. Pruning must be carried out to permit unobstructed passage to pedestrians and motor vehicles and to prevent sight restrictions near intersections. This means that branches should be maintained to 8 ft. above sidewalks and 14 ft. above vehicular areas. Shrubs and groundcover must be trimmed 4 in. from sidewalks and curbs.
4. Stripping of lower branches (“raising up”) of young trees shall not be permitted. Lower branches shall be retained in a “tipped back” or pinched condition with as much foliage as possible to promote trunk caliper. Lower branches should be cut off only after the tree is able to stand erect without staking or other support.
5. Thinning of certain species and individual specimens may be required to prevent wind damage. Suckers, water sprouts, rubbing and heavily laden branches shall be removed to provide less wind resistance.
6. Palm trees shall be trimmed annually, May 15 through June 15, when the flower stalks have developed, but before flowering has occurred.
7. Tree removals will be approved by the city and city representative prior to commencement of work. The contractor must inform the city a minimum of 72 hours prior to removal.
8. All tree care shall be supervised by a certified arborist. The contractor will notify the city if a subcontractor or an independent certified arborist is hired to take care of the trees. Trees shall be pruned once each year, or at the direction of the City. Dead or damaged limbs shall be pruned and removed during the mow cycle during which they are discovered. Contractor’s works include annual pruning of ornamental trees and other trees.
9. Tree rings will be maintained weed free with a clean edge at all times. The tree ring will be mulched with a depth of 2 inches. The diameter of the mulch ring will follow the table below.

CREEK CHANNEL MOWING ZONE 4 (CLICK [HERE](#) FOR MAP)

1. The intent of this zone is to mow all Creek Channels listed eight (8) times per year at one (1) time per month. Mowing is intended to begin March 1st and conclude in November. This is subject to change according to seasonal weather whereas the beginning and end mowing may be moved forward or backward because of early or late season growth.
2. In the event, mowing needs to be increased or decreased, the City Representative will

inform the contractor no less than one (1) week in advance of any scheduled mowing.

3. The frequency of mowing a site may also change depending on the prevailing situation. The City of Lewisville reserves the right to eliminate any cycle or portion thereof and to add additional cycles at the City's discretion. Missed or canceled cycles will not be compensated, additional cycles will only be compensated at the accepted additional cycle rate per site and only when approved by City.
4. All creek channel mowing will be cut to a maximum height of six (6) inches and all vegetation will be mowed to the center of the creek channel except for Prairie Creek in which mowing shall cease 5 feet away from the water's edge.
5. The contractor shall remove litter from the creek bed and edge. Shredded litter must be removed the day of mowing or a \$25.00 penalty per site will be deducted from the appropriate monthly billing.
6. Debris and litter removal will occur 8 times per year (once per month from March 1st to October 31st) to the center of the creek. Ex. trash, garbage, scrap metal, paper, wood, plastic, glass products, animal remains, rubber products, tires, auto parts, furniture, mattresses, household appliances and large bulky items.
7. Clippings shall not be blown into the street or water ways. Clippings in the street or waterway shall be removed from the site after each mowing and properly disposed of.
8. In the event machinery becomes stuck, it is the contractor's responsibility at their expense to get machinery out. Any areas that become impossible to mow due to erosion or down trees will be brought to the City Representative's attention prior to entering the area.
9. In the event machinery becomes stuck, it is the contractor's responsibility at their expense to get machinery out within 24 hours of noted inspection.

IH-35 MOWING AND DEBRIS/LITTER REMOVAL ZONE 5 (CLICK [HERE](#) FOR MAP)

1. The intent of this zone is to remove litter and debris and mow all vegetated areas along Interstate Highway 35 East (IH-35E) between mile markers 447 and 455.
2. Mowing will occur five times per year March, June, August, October, and December. Each cycle will be completed no sooner than the 15th of the month but not later than the 28th of the month.
3. Mowing height shall be 6 inches. Ensure wet ground is not mowed when and where rutting can occur, unless otherwise approved.
4. Do not mow designated non-mow areas and ensure stands of wildflowers are not mowed before seeds have matured, unless otherwise directed.
5. Hand-trim around fixed objects within the mowed area. Complete hand trimming on each roadway within 24 hours of mowing. Ensure trees and shrubs are not damaged.

6. Notify City Representative of any damage to appurtenances immediately. Contractor will be responsible for restoring appurtenances damaged by mowing operations.
7. Mowing shall be executed to provide sight distance at horizontal curves, intersections and ramps.
8. Pressure wash mowing equipment before the equipment enters or leaves zones.
9. Debris and litter removal will occur weekly 52 times per year as a separate cycle from mowing. Each cycle will occur at the beginning of each week.
10. During months when mowing occurs the contract shall perform a debris and litter removal cycle 24 hours before and after a scheduled mow. Any shredded litter must be removed the day of mowing or a \$25.00 penalty per site will be deducted from the appropriate monthly billing.
11. Debris and litter removal include objects not part of the highway facility such as trash, garbage, scrap metal, paper, wood, plastic, glass products, animal remains, rubber products, tires, auto parts, furniture, mattresses, household appliances and large bulky items.
12. Remove bagged litter on the same day it is collected. Notify the City Representative for any removal of dead animals larger than 150 pounds or hazardous materials. Dispose of litter in accordance with federal, state and local regulations.

ZONE ACREAGE

		ZONE 4	ZONE 5
A	Creek Channels/Greenbelts Debris & Litter Removal	68.3876	
	Creek Channels/ Greenbelts Mowing	57.857	
B	TxDOT Debris & Litter Removal		66
	TXDOT Mowing		66

INSURANCE

1. Contractor shall provide a Certificate of Insurance compliant with The City of Lewisville's Exhibit B insurance requirements. Insurance must be approved before work may commence and remain in effect throughout the term of the contract.

TERM

The term of the contract will be twelve months, with option to extend for up to three (3) additional twelve-month periods.

At the beginning of each contract extension period, prices will be adjusted based on the November Dallas-Fort Worth Consumer Price Index (CPI) “ALL ITEMS” as issued by the U.S. Department of Labor. This index may be found on the internet at the following address:

https://www.bls.gov/regions/southwest/news-release/consumerpriceindex_dallasfortworth.htm

Unit prices will be increased or decreased by the percentage of change indicated for a one-year period (from November to November). The adjusted price will remain in effect for the pursuing contract extension period.

EVALUATION CRITERIA

Proposals will be scored by an evaluation committee consisting of City staff. Proposals will be scored with regards to the following criteria and associated weights:

- | | |
|---|-----|
| ● Price | 30% |
| ● Equipment | 30% |
| ● Previous Municipal Experience | 20% |
| ● Safety Training Program | 10% |
| ● Number of Days to Complete a Mowing Cycle | 10% |

Bonus for alternative fuel equipment (must be used in the course of performing work)

Off-set price score by following percentages:

10 -25% of fleet alternative fuel equipment – 5%

26-50% of fleet alternative fuel equipment – 10%

51 – 100% of fleet alternative fuel equipment – 15%

If qualified proposers submit equivalent proposals but one proposer offers use of alternative fuel equipment they will receive a boost in their price score according to the chart above to offset the cost of using the equipment.

Proposer 1 (no alternative fuel equipment) submits a price of \$10,000

Price score is 30

Proposer 2 (25% alternative fuel equipment) submits a price of \$10,000

Price Score is $30 \times 1.05 = 31.5$

PROPOSAL QUESTIONNAIRE

Please list the equipment by year, make, and model you will utilize on this contract. Highlight pieces of equipment that are alternative power:

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Please list previous municipal experience, including contacts, your firm has had in the last five (5) years:

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Please list the types of mowing projects, and size (number of acres), completed in the past five (5) years:

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Please list the number of days needed to complete one mowing cycle:

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Please provide the safety training plan for your organization and employees:

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Site Inspection Certification

The undersigned Proposer certifies that he has thoroughly examined the sites to review the work required at each location. The proposer also knows, understands, and accepts the existing conditions at each location.

Bidder (Company Name):

By (Signature):

Name and Title:

Date:

ALL PROPOSERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THEIR PROPOSAL.

Contractor's Qualifications

The contractor shall show that he has experience with similar projects that require working in close proximity to traffic and features (fences, utility poles, etc.). The contractor shall have a minimum of five (5) years verifiable experience on projects of similar size and scope. A minimum of three (3) qualified references on current projects or recently completed projects of similar size and scope must be provided.

CONTRACTOR'S QUALIFICATION STATEMENT

Contractor: ☐ ☐ ☐

Indicate One: Sole Proprietor Partnership
 Other Corporation Joint
 Venture

Name:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address:	<input type="text"/>	<input type="text"/>	<input type="text"/>
City:	<input type="text"/>	<input type="text"/>	<input type="text"/>
State & Zip:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone:	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Location of Principal Office:

Contact and Phone at Principal Office:

Liability Insurance Provided and Limits of Coverage:

Workers Compensation Insurance Provider:

Surety Bonding Company (Payment Bond)

Insurance Agency Name:

Insurance Agency Address:

Contact Person:

☐☐☐☐☐

Phone Number:

Total Number of Employees to be Associated with this Job:

Managerial
Skilled

Administrative
Semi-Skilled

☐

Professional
Other

☐

Access to Tools and Equipment: Percent Owned

Percent Rented

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

List your most current completed projects, with information similar to the type of work proposed. (Use Additional Sheets, if necessary.)

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built: Contract Price:
Contact Person: Phone:

Project:
Project Description:
Owner/Agency:

Year Built: Contract Price:
Contact Person: Phone:

Project:
Project Description:
Owner/Agency:

Year Built: Contract Price:
Contact Person: Phone:

Project:
Project Description:
Owner/Agency:

Year Built: Contract Price:
Contact Person: Phone:

Trade References (List Company, Address, Contact Person, and Phone):

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

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?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to municipal contracts within the last five years?

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 municipal contract?

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm Name: _____ **Date:** _____

Authorized Signature: _____

Printed Name: _____

SIGNATURE PAGE

TYPE OR PRINT:

FIRM NAME
TITLE

AUTHORIZED REPRESENTATIVE &

STREET ADDRESS and/or P.O. BOX NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ /	
SIGNATURE	DATE

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

**PURCHASE ORDER
TERMS & CONDITIONS**

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code.

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Seller: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Seller: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the Buyer under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption			
Reduce toxicity, including emissions			
Reduce waste			
Contain recyclable materials			
Reduce water consumption			
List other environmental impacts			

Attach supporting documentation if needed

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? _____
2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
*Physical Business Address _____ City _____ State _____ Zip _____

**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

- a. ☐ **Sole Proprietorship**
- i. Legal name of Sole Proprietor: _____
- ii. Physical business address: _____
City _____ State _____ Zip _____
- b. ☐ **General Partnership**
- i. Legal name of Partnership: _____
- ii. Physical business address: _____
City _____ State _____ Zip _____

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VENDOR SUPPLEMENTAL INFORMATION

- c. ☐ **Limited Partnership**
- i. Legal name of Limited Partnership: _____
- ii. General Partner(s):
- If a legal entity, name of the entity: _____
 - If an individual, name of the individual: _____
- iii. Physical business address: _____
- City _____ State _____ Zip _____
- d. ☐ **Corporation**
- i. Legal name of Corporation: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- e. ☐ **Limited Liability Company**
- i. Legal name of Limited Liability Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- f. ☐ **Other Entity (not listed)**
- i. Legal name and type of Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? ☐ No ☐ Yes

7. a. Are you a publicly traded business? ☐ No ☐ Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? ☐ No ☐ Yes – which publicly traded business: _____

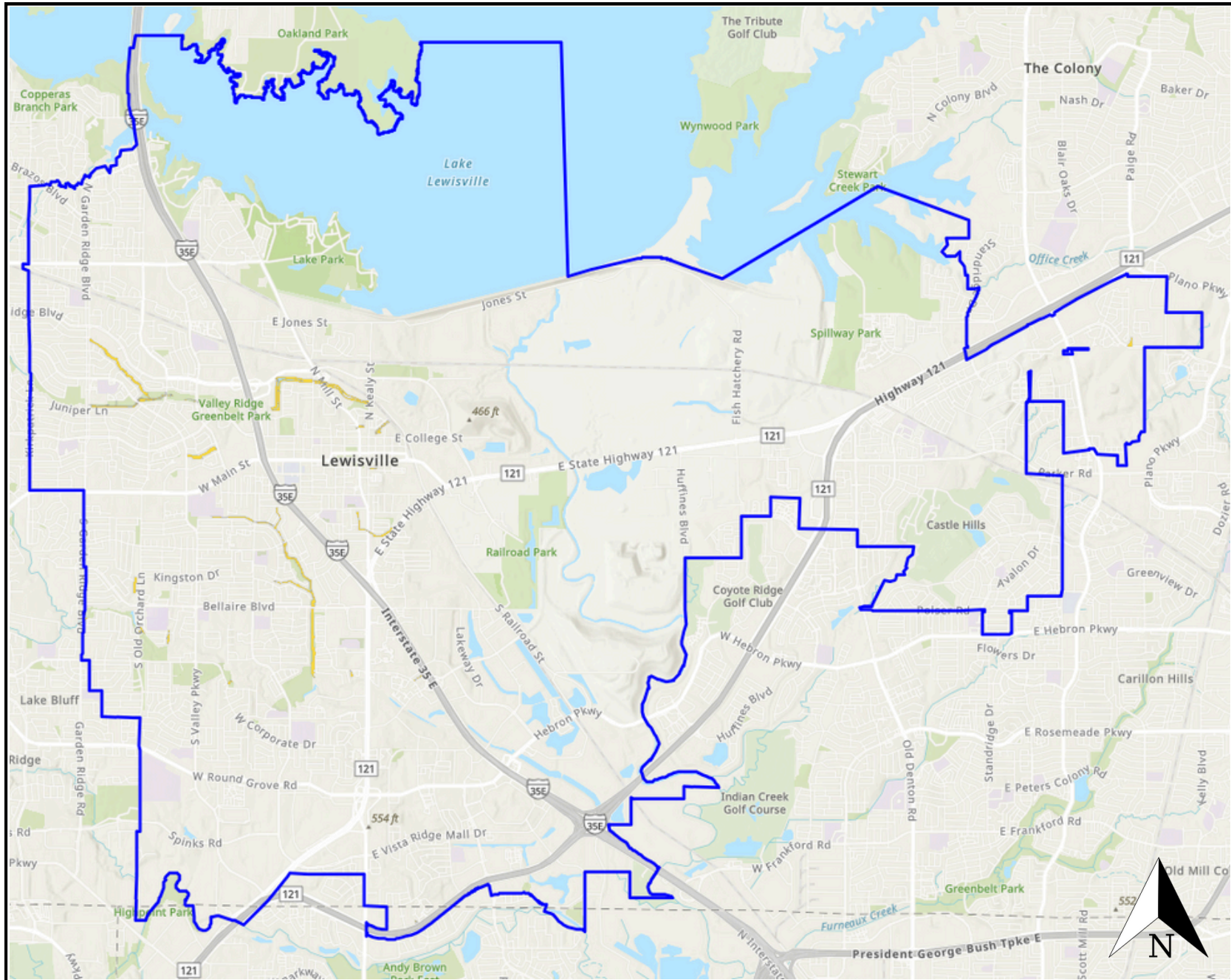
8. a. Is your business registered with the Texas Secretary of State? ☐ No ☐ Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

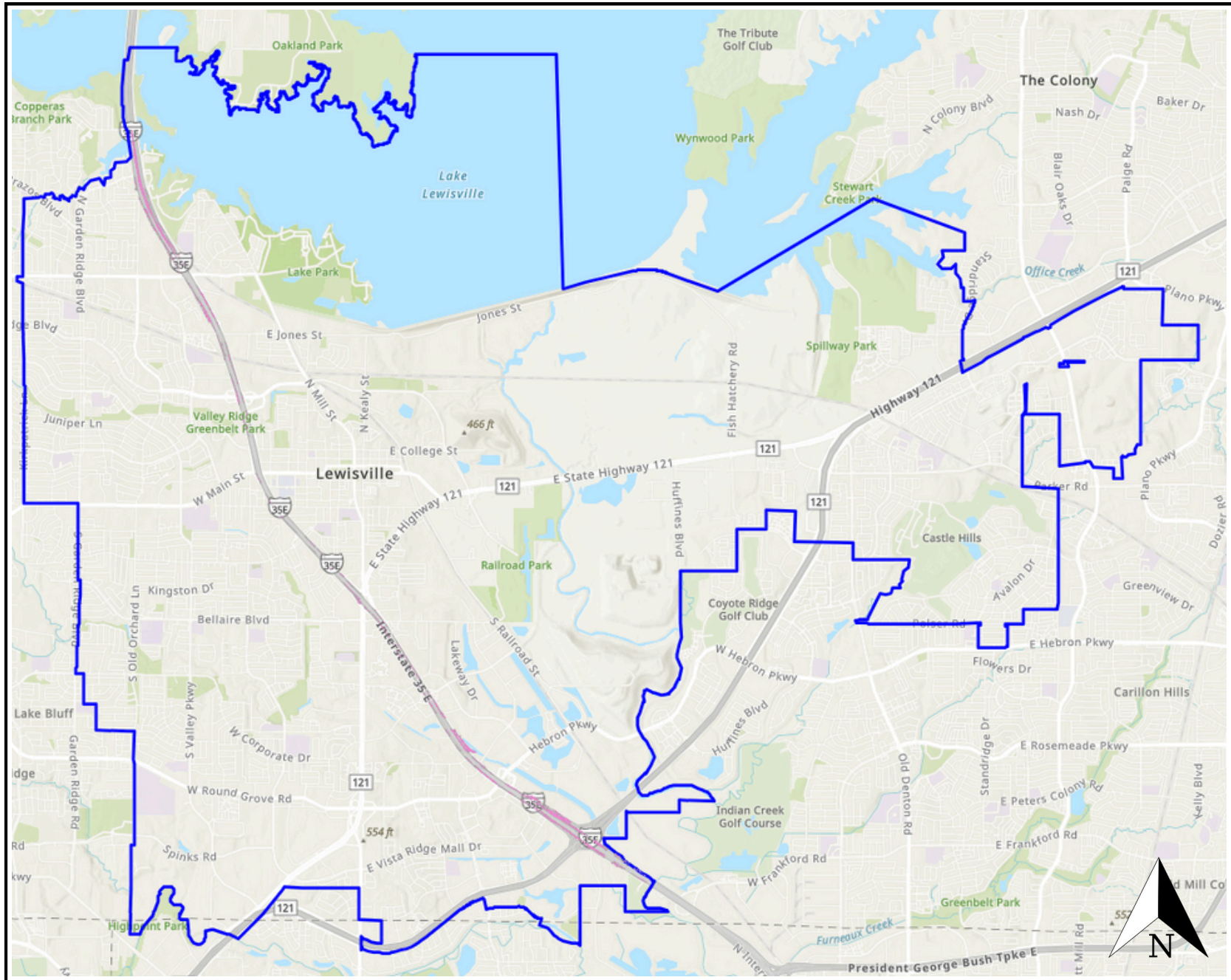


PARD
Mowing Areas



Zone 4





PARD
Mowing Areas



Zone 5

