



NOTICE TO VENDORS

Clear Creek Independent School District (Owner)

Is Accepting Competitive Sealed Proposals

This Is A Competitive Sealed Proposal Only, Not An Offer To Purchase

Solicitation For	RFCSP 2009.801 – LANDSCAPING GROUNDS MAINTENANCE SERVICES & SUPPLIES
Scope	To establish various sources of supply and establish pricing information for quality items to be purchased District wide.
Direct all questions to:	Please direct your questions to James Clark, Buyer at (281) 284-0214 or Danny Ravey at (281) 284-0667.
Pre-Bid Conference and Site Visitation:	A pre bid conference will be held on Wednesday, July 23, 2008 at 10:00 A.M. Vendor are to meet at the Clear Creek Independent School District, 2425 East Main Street, League City, TX 77573
Proposals are DUE and will be received	Sealed proposal packages shall be marked and delivered to: Attn: RFCSP 2009.801, Due 2:00 PM, 08-05-2008 CCISD Purchasing Department, 2425 East Main Street, League City, TX 77573 <i>Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and returned to the vendor unopened.</i>
Public Opening	Sealed Proposals will be publicly opened and read in accordance with Texas Education Law 44.031. The responses will be "under evaluation and not available for public review" until seven business days after approval by the Board of Trustees
Anticipated Award Date	August 25, 2008
NO BID ☐	IF YOU ARE NOT RESPONDING TO THIS PROCUREMENT, PLEASE CHECK THE NO-BID BOX, FILL-IN VENDOR INFORMATION BELOW AND FAX THIS PAGE TO 281-284-9913

Vendor Information

Company Name:			
Name Of Agent Authorized to sign bids or contracts:		Title	
Physical Address:			
City, State, Zip:			
Telephone:		Fax:	
E-Mail for Correspondence:			

Acknowledgement Having carefully examined the Notice to Vendors, General Terms and Conditions, Certifications, Special Conditions, Specifications, Proposal Sheets and all other parts and attachments to this proposal, the undersigned Vendor's Agent proposes to furnish materials, equipment and services at the prices or discounts quoted. **Failure to sign WILL disqualify the offer.**

 Authorized By Greg Cruthirds, Director of Purchasing, CCISD	Date 7-17-08	Signature _____ Authorized Vendor 's Agent	Date _____
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SCOPE

The purpose of this proposal is to provide Landscaping Grounds Maintenance Services & Supplies. Award basis will be by quadrants and other pertinent information. Clear Creek Independent School District, "the District," intends to purchase immediate requirements and supplemental needs through July, 2009. The District expects to award this proposal in August 2008. Upon award, a recap of the proposals and the selected vendor will be available within seven business days. Any other governmental entity may form an interlocal agreement with CCISD and be included under the same terms and conditions. This bid is divided into two sections. Section 1 – Services; Section 2 – Supplies. Bidders must complete both parts in order to be considered for award. The district has been divided into four quadrants. Bidders must bid on each quadrant. There are 40 locations involved in this agreement plus the esplanade located in front of the building at 2425 E. Main St., League City. CCISD reserves the right to add additional locations as needs require at the same price as a like location already on contract. This bid is intended to focus on the items listed on the bid sheet. CCISD reserves the right to purchase more or less of any item on an as needed basis at the bid price. The award is not designed to act as a catchall supply source. Contractors will not exceed the number of mowing per month as outlined in this contract. All extra work or cutting will be approved only by the Director of Maintenance. **The vendor will send a daily email to maintenance listing what was done, what is scheduled to be done, and what was not completed.** Only authorized persons will be allowed to place orders. **No fuel surcharge will be allowed.**

PURCHASE ORDERS-

Maintenance will be issued the only purchase order and that number must be presented when items are ordered or picked up and the purchase order number must appear on all invoices relevant to it

DELIVERY CONDITIONS-

The contractor must meet the following minimum conditions in order to be considered for award:

- Contractor shall have been in the grounds keeping services/supply business for at least the past 5 years, in the greater Houston/Galveston area.
- Contracting company must be available to provide services no less than 5 days/week, M-F, for a minimum of 8 hrs between 7 a.m. and 5 p.m.
- Supplier must be able to deliver goods and/or services as well as accommodate walk-in traffic.
- Contractor is required to provide services directly. This agreement may not be sub-contracted or subdivided/sublet to any third party.
- All contractors' equipment must comply with federal, state and local requirements regarding their safety and environmental conditions. All equipment operations, repairs, maintenance and supplies are the complete responsibility of the contractor.

GENERAL TERMS AND CONDITIONS

These terms and conditions are applicable to and form a part of all contract documents and purchase orders issued as a result of award.

1. **PROPOSAL FORMAT / SUBMISSION** – Submit the Original Signed proposal, acknowledgement, certifications, proposal sheets and any other requested information in a sealed envelope on the forms and in the format provided. Additionally, include one copy of the proposal package for use by our evaluating departments.

Mark the envelope with the contract number and name and mail or deliver to:

Attn: RFCSP 2009.801, Due 2:00 PM, 8-05-08

CCISD Purchasing Department, 2425 East Main Street, League City, TX 77573

2. **CONTRACT TERM** - This contract will be effective for one (1) year with renewal options for additional one year periods (as listed below), at the District's option and with the acceptance of the awarded vendor(s). In the event this proposal expires before another proposal is awarded, the vendor shall extend the contract on a month-to-month basis by mutual agreement.

- First Year September 1, 2008 through August 31, 2009
- Second Year September 1, 2009 through August 31, 2010

- Third Year September 1, 2010 through August 31, 2011

3. **INTERPRETATION** - If a person contemplating submitting an offer for the proposed contract is in doubt as to the true meaning of any part of the proposal documents, he/she may submit a written request for an interpretation.
4. **LATE PROPOSALS** - Proposals not received and date/time stamped by the District Purchasing Office by or before the proposal closing time are not accepted. Late courier and/or hand delivery attempts will be refused. Late mail deliveries will be held unopened (Vendor will be advised by mail that the proposal was late and not accepted and will be allowed to pick up the proposal package or furnish a "call tag" and have the package picked up by a courier. The District is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Fax or electronically transmitted proposals are not acceptable.
5. **CERTIFICATIONS** – Vendor acknowledges the following certifications by submission of the proposal. The following signed forms and certifications are required submissions by all vendors offering proposals. Vendor Information Form, W-9, Non-Collusive Bidding Certificate, Resident/Non-Resident Certification, Felony Conviction Notification, References, Validity, Acknowledgement, Clean Air and Water Act, Debarment / Suspension Form, and Certification Regarding Lobbying (when Federal Money is being used).

Non-Collusive Bidding Certificate: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.

Felony Conviction Notification: State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a Person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation.

Validity: Proposal shall remain valid, pending award for 90 days from the final offer.

Clean Air and Water Act: Vendor certifies that company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

Debarment / Suspension: The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

Certification Regarding Lobbying (when Federal Money is being used). The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, SF-LLL "Disclosure of Lobbying Activities" Form in accordance with its instructions. (3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

National Criminal History - Prior to commencing any work on this Project, Proposer [or Vendor] will certify, upon award, that for each employee of Proposer [or Vendor] that will have direct contact with students, the Proposer [or Vendor] has obtained, as required by Texas Education Code Section 22.0834:

- (a) national criminal history record information from a law enforcement, or criminal justice agency, for each employee of Proposer [or Vendor] hired before January 1, 2008; and
- (b) national criminal history record information from the Texas Department of Safety for each employee of Proposer [or Vendor] hired on or after January 1, 2008

Any employee who will, or may, have direct contact with students must not have been convicted of an offense in Texas Education Code Section 22.085.

6. **SUITABILITY** - The District reserves the right to accept or reject all or any part of any proposal, waive minor formalities, to be the sole judge of quality and suitability and award the proposal deemed to be most advantageous to the District.
7. **EXCEPTIONS** - Any exceptions taken to the terms and conditions of this proposal request must be clearly stated, in writing, and attached as a part of the proposal.
8. **TAXES** - The District is exempt from Federal Excise Tax, State and Local Tax. Do not include tax in your proposal totals. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
9. **GOVERNING LAW** - All items and services offered shall conform to all applicable local, state and federal laws, ordinances and regulations.
10. **INDEMNIFICATION** - Successful vendor(s) shall indemnify and save harmless Clear Creek Independent School District from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action arising out of, resulting from, or in any manner connected with the performance of the work hereunder, to the extent caused in whole or in part by the negligent acts or omissions of the vendor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the partial, but not sole, negligence of Clear Creek Independent School District. The contractor hereby agrees to defend any and all such actions brought against Clear Creek Independent School District for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by Clear Creek Independent School District, and/or by reason of any such suit or suits.
11. **EQUAL EMPLOYMENT OPPORTUNITY** - All Vendors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60). No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.
12. **PATENT RIGHTS** - Successful vendors shall indemnify and protect the District from any claim involving patent right or copyright infringement on goods supplied.
13. **APPROPRIATED FUNDS** - For any fiscal year beginning September 1; the District's obligation under any purchase order, contract, or service agreement arising from this proposal request is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts, or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise

until funds are made available to the District for this purchase order, contract, or service agreement and until successful vendor receives notice of such availability.

14. **SPECIFIED/ALTERNATE ITEMS** - Any catalog, brand name, and/or manufacturer's reference used is descriptive, not restrictive, and is intended only to indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise specified. If offering an alternate product, proposal must show manufacturer, brand, model, etc. of item being offered. Complete descriptive information of each alternate product must be included with the proposal. If the vendor takes no exception to the specifications, vendor shall be required to furnish brand names, models, etc. as specified.
15. **AUTHORITY/ DISTRICT OPTION** - All proposals must meet or exceed the District's specifications. The District shall be the sole authority in evaluating and determining the equality of all alternate proposals. Substitutions below the minimum specifications shown will not be accepted.
16. **PROPOSAL SAMPLES** - Samples, if applicable or when requested, shall be furnished at no cost within five (5) days of request. DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE. If not destroyed during examination, samples will be returned to the vendor upon request, at the vendor's expense. Each sample, when submitted, must be clearly marked with the vendor's name and item number found on the proposal. The District reserves the right to make the final decision as to comparable items. Be very certain that items proposed and delivered are EQUAL to items listed. Materials which are not equal will be returned to the supplier, transportation charges collect.
17. **EVALUATION CRITERIA** - It is not the policy of the District to award contracts based solely on 'low price'. The following factors are used by the District to evaluate the overall 'best value' *per Texas Education Code 44.031(b)*:
 - Purchase price.
 - The reputation of the vendor and the vendor's goods and services.
 - The quality of the vendor's goods and services.
 - The extent to which the goods and services meet the District's needs.
 - The vendor's past relationship with the District.
 - The total long-term cost to the District to acquire the goods or services.
 - Any other relevant factor specifically listed in the request for bids or proposals.
18. **PROPOSAL AWARD** - The District reserves the right to award contracts for any, all, or none of the parts and/or items of this proposal request. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the District's Purchasing Director after this proposal has been awarded.
19. **NON-EXCLUSIVE AWARD** - Except as noted, proposal award resulting from this request is not an exclusive agreement to purchase. The District reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the District, are necessary and in the best interest of the District. If the low proposal exceeds the District's budget allocation, the district may elect, upon determination that the budget can be achieved through value engineering, to negotiate value engineering possibilities with the low contractor and award the contract upon agreement of items necessary to meet the budget.
20. **VENDOR NON-PERFORMANCE**. If at any time, the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, CCISD reserves the right to: purchase on the open market and charge the vendor the difference between contract price and actual purchase price, or deduct such charges from existing invoice totals currently due, or cancel within thirty (30) days written notification of intent and remove the vendor from the active proposal file for a period of time not less than one (1) year or re-bid the service/product, or award to next lower responsible Proposer, if accepted by same.
21. **CANCELLATION**: The Clear Creek Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request For Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). If the vendor fails to perform as required in the proposal document, contracts may be terminated without notice. Contractor may cancel any resulting contract, at any time

for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidders address appearing on the face of the Request For Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

22. **INVOICING REQUIREMENTS** - The District's should be invoiced monthly only. Each invoice must contain the purchase order number. All invoices shall include the following:
- The Invoice will be in duplicate.
 - Purchase Order Number (Clear Creek Independent School District's).
 - Invoice Date.
 - Name of Company.
 - Complete mailing address and telephone number.
 - Brief description of the item or service, quantity, unit price and extended price.
 - Any other substantiating documentation or information as required by the contract.

All Invoices are to be sent to:
Clear Creek Independent School District
Accounts Payable Department
P.O. Box 799
League City, TX 77574

23. **PAYMENT TERMS** - The District shall pay all undisputed invoices for accepted merchandise and/or services within 30 days of delivery or acceptance, whichever is later. Contracts requiring a monthly charge will be billed and paid on a monthly basis.
24. **ADDENDA TO RFP:** CCISD reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Proposer, prior to submitting the proposal, to view the Purchasing Department webpage to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. **All questions must be received in writing by the Director of Purchasing via fax (281.284.9913). No addenda will be issued later than 3 business days prior to the proposal closing**, except an addendum withdrawing the proposal or postponing the opening of the proposal. All addenda will be posted to the CCISD Purchasing Department Web Page at www.ccisd.net.
25. **OPENING PROCEDURE** - Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. Only the names of offerors will be read at the public opening.
26. **PUBLIC INFORMATION ACT** - Respondents to the proposal are advised that all materials submitted to the District as a part of their response, become and remain the property of the District and consequently cannot be returned to the respondent. Upon award by the District Board of Trustees, the materials are subject to disclosure under the Public Information Act, Texas Government Code, Chapter 552 and may be viewed and/or copied by any member of the public, including news agencies and competitors.
27. **NEGOTIATIONS** - The District may choose to award a contract based on the original submission, or move to negotiations. Because the District may choose not to enter into negotiations and/or request a best and final offer, all offerors are to assume the original submission, and any subsequent communication with the District, may be considered a final offer.
28. **NON-WARRANTY OF PROPOSALS** - Due care and diligence has been exercised in the preparation of the RFCSP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, the exposures to risk, and verification of all information

herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this RFCSP. The District reserves the right to request additional information from the Company after the submission date.

29. **OFFEROR CONDUCT** - Beginning with your receipt of this Notice and during the proposal process, Offerors are not permitted to contact any CCISD Board of Trustees member, officer or employee, other than the CCISD Director of Purchasing and the designated buyer (s) stated within these terms and conditions. No gratuities of any kind will be accepted, including meals, gifts or trips. Violation of these conditions will subject any offeror to immediate disqualification.

SPECIAL CONDITIONS

The provisions of this section entitled "**SPECIAL CONDITIONS**" shall govern in the event of any conflict between them and the "**GENERAL CONDITIONS**" of this agreement.

- A. **AWARDS** - The District reserves the right to award this proposal all or none or to multiple vendors. Proposals that are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFCSP will be selected for award.

- B. **EVALUATION CRITERIA AND WEIGHTING** Using these criteria and weights District Committees will evaluate and rank proposals to determine the offer that presents the best value to the District. Per Section 44.039, (g) of the Education Code, "In determining best value for the District, the District is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

<u>FACTOR</u>	<u>POINTS</u>
Cost	20
References	10
Reputation	20
Best Meets the District Needs	20
Quality of Service	30
<u>Total</u>	<u>100</u>

- C. **OPEN MARKET PURCHASES** - In the best interest of the district, if the quoted manufacturer's proposal price is available at a lower price, it is to be understood that Clear Creek I.S.D. reserves the right to purchase these items on the open market.

- D. **UNIT PRICES** - Submit unit price on quantity specified - extend and show total. In case of errors in extension, unit prices shall govern.

- E. **BONDING REQUIREMENTS** - Payment bond for contract in excess of \$25,000; performance bond (in addition to payment bond) for contract in excess of \$100,000.

F **INSURANCE** - The Vendor shall not commence any portion of the work under this proposal until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the proposal documents. The successful vendor shall submit an insurance certificate evidencing the coverage's listed below following notification of award. Such certificates shall include that policies will not be reduced or canceled without thirty (30) days prior written notice to the District. The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued.

Comprehensive General Liability:		\$100,000 each person
	Bodily Injury Liability	\$300,000 each occurrence
	Property Damage Liability	\$300,000 each occurrence
Automobile Liability Insurance:		
	Comprehensive Automobile Liability	\$250,000 each person
	Bodily Injury Liability	\$500,000 each occurrence
	Property Damage Liability	\$100,000 each occurrence

Workmen's Compensation:

\$100,000 employee liability

*If vendor's company does not provide Workman's Compensation, a letter explaining alternate benefits should be included with the proposal response.

Umbrella Liability:

Minimum Limits - \$1,000,000 each occurrence

Coverage shall include:

- a. Waiver of subrogation endorsement in favor of the District and its Agents.
- b. Thirty (30) day written notice of cancellation or material change.
- c. The District and its agents shall be named as additional insured on the successful vendor's policy(ies).

- Vendor hereby agrees to indemnify and save harmless Clear Creek Independent School District from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action of any and every nature whatsoever, arising out of, resulting from, or in any manner connected with or concerning the performance, of the work hereunder, and the vendor hereby agrees to defend any and all such actions brought against Clear Creek Independent School District for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by Clear Creek Independent School District, and/or by reason of any such suit or suits.

CERTIFICATIONS

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

1. **VENDOR INFORMATION**

ADDRESS TO SEND ORDERS	REMIT TO ADDRESS (If different from order address)
Company Name	Company Name
Address	Address
City, State, Zip	City, State, Zip
Phone	Phone
Fax #	Fax #
Toll Free Phone:	Toll Free Phone:
Toll Free Fax:	Toll Free Fax:
Email Address:	Email Address:

CONTACT INFORMATION

CCISD Sales Rep:	Owner / Agent Authorized To Sign Contracts:
Direct Phone #	Direct Phone Number:
Email Address:	Email Address:

Do ☐ You Accept Purchase Orders Yes ☐ No	Years / Months In Business With Present Name:
Minimum Order Amount, If Any _____	Cash Payment Discount Terms, If Any (Net 30 Days) Or _____ % Discount In Net _____ Days
Company Is: ☐ Manufacturer Or Producer, ☐ Distributor, ☐ Wholesaler, ☐ Retailer, ☐ Consulting, ☐ Construction, ☐ Broker, ☐ Service, ☐ Other: _____	

REQUIRED FORM – RETURN WITH YOUR PROPOSAL

2. TAXPAYER IDENTIFICATION downloadable at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

☑ REQUIRED FORM – RETURN ORIGINAL IN SEALED ENVELOPE

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶		☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code			
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding.
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

☒ REQUIRED FORM – RETURN ORIGINAL IN SEALED ENVELOPE

3. NON COLLUSIVE BIDDING CERTIFICATE & ACKNOWLEDGMENT

By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.

- I certify that the above information is true and correct. ☐ YES

4. RESIDENT / NONRESIDENT CERTIFICATION

- RESIDENT VENDOR** - I certify that my company is a "resident vendor." ☐ YES

- NONRESIDENT VENDOR** - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. If you qualify as a "nonresident vendor," you must furnish the following information: **Resident state address?** (The state in which your principal place of business is located.)

Street, City, State, Zip:

5. FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a Person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation. Check the appropriate box and sign the form.

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon:

Details of Conviction(s)

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date: _____

☒ REQUIRED FORM – RETURN ORIGINAL IN SEALED ENVELOPE

6. **ADDENDA**

- If no amendments were received then leave this blank or write N/A.
- If any amendments were received, Respondent acknowledges receipt of Addenda numbered _____ through _____ and has incorporated the provisions thereof into the bid/proposal.

7. **RENEWAL OF CONTRACT**

This contract will be as stated in the terms and conditions, at the District's option and with the acceptance of the awarded vendor(s): In the event this proposal expires before another proposal is awarded, the vendor shall extend the contract on a month-to-month basis by mutual agreement.

8. **CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PR/Award # or Project Name: _____

Check applicable box

☒

- I (We) certify that our company has not been debarred or suspended.
- See attached explanation and complete disclosure forms.

9. **PROPOSAL VALIDITY**

- Proposal shall remain valid, pending award for 90 days YES ☐ or (date): _____
- Prices & Discounts effective for one year from date of award YES ☐ or (date): _____
- Prompt payment discount allowed: (% / Days)
(example 1%, Net 10 Days) % _____ Days

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date: _____

☒ REQUIRED FORM – RETURN ORIGINAL IN SEALED ENVELOPE

10. CLEAN AIR & WATER ACT CERTIFICATION (This is a Federal requirement)

I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

REFERENCES - FINANCIAL STABILITY-must be demonstrated by each Bidder as well as a reliable delivery record to include a list of at least three (3) similar accounts that have utilized their products for a minimum of one year.

NAME OF FIRM	TELEPHONE	REPRESENTATIVE
1.		
2.		
3.		

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

SPECIFICATIONS

Unless otherwise stated, these specifications shall be construed as minimum. Occasionally, a "range" will be stated. If and when a brand name is mentioned, it is for the purpose of establishing a minimum quality level not to limit bids to that brand alone. The successful bidder will be furnished a copy of the bid sheets identifying the services to be performed at each location. It will be contractor's responsibility to furnish CCISD with an accurate schedule when services are to be performed at each location. The Maintenance Director or his assignee will review the schedule and mutually agreed to changes may be made. After that, it is the contractor's responsibility to provide the service per the schedule agreed upon. No fuel surcharge will be allowed.

The following services are expected as fulfillment of this agreement. ALL locations shall receive the same type of services as defined on the bid sheet. Definitions of services are provided even though the service may be combined under a single title. Some items may be needed only on occasion or not needed when school is not in session. These will be defined as "on an as needed basis".

LAWN MAINTENANCE - shall be construed to include ALL of the following:

- Mowing all grass EXCEPT athletic playing fields, practice fields, etc.
- Trimming all lawns, gardens, sidewalks etc.
- Edging all sidewalks, driveways, etc.
- Pick up paper and plastic trash lying on grassy areas
- St Augustine and campus grass areas to be mowed at a height of three inches
- Clear Brook High School - Duck pond and windmill area plus greenhouse area
- Clear Creek High School - AG barn and greenhouse area
- New Ag Center @ Challenger Drive – inside and outside of front fence

- Clear Lake High School - Top of bayou berm down to fence down to fence lines along bayou and forest area, and cleared area under trees behind greenhouse

TREE MAINTNENANCE - shall include basin maintenance, sucker removal and trash removal. Trimming shall be included in the above charge

Seabrook Intermediate: Greenhouse area

Hall Elementary – Two interior courtyards

Brookside Intermediate – Retention pond in back of building shall be maintained four times per year

Westbrook Intermediate – Retention pond and open area to left of pond are to be cut four times per year

Gilmore Elementary – Open area to right of main entrance.

Clear Creek 9th Grade Center – Area between the cow pasture and FM 2094

Clear Brook has five interior courtyards

Landolt Elementary has two interior courtyards

All of these items shall be included in the charge for Lawn Maintenance. CCISD further advises that four locations: Clear Creek HS; Clear Lake HS, McWhirter Elementary and Seabrook Intermediate ALL have interior courtyards. These are included in this bid and must be serviced according to the lawn maintenance schedule.

PRUNING

Contractor is expected to prune all trees on a scheduled basis in March, July and November and perform the following:

- Crepe Myrtles shall be pruned once each year in the months of January or February.
- All trees must be pruned to form a clearance level at 8 feet from ground to drip zone.
- All trees must be pruned to form a clearance of 4 feet from any CCISD building.

Tree Removal

Tree removal costs will be priced by size as a separate service and shall include removal of the stump.

Shrub Removal

SHRUBS AND BEDS

Shrubs shall be hedged, pruned and beds will be cultivated for the removal of weeds, debris removed. This is shown on Bid Sheet #1 as a service provided according to the schedule.

Shrub removal appears on Bid Sheet #2 for the purpose of removing dead shrubbery on an as needed basis.

PLANT/FLOWER REPLACEMENT

CCISD may have cause to purchase a variety of plants for replacements and/or new landscaping that is not covered by an existing construction contract or warranty. Contractor may be required to furnish, deliver and plant these items on an as needed basis based after full consultation with the District Grounds Maintenance Supervisor. This service will only be provided on an as needed basis.

CCISD requires that bidders have access to a fully functional commercial wholesale nursery for acquisition of the various items and that plants supplied to CCISD carry a discounted price from the contractor. That discount shall be noted on the pricing page.

Any/all plants obtained thru contractor's wholesale nursery must be of high quality. All will be subject to inspection upon delivery. Root bound or shock stressed plants are not acceptable. Any item found unsuitable shall be replaced by the contractor at their cost.

NURSERY-

Nursery shall furnish a copy of their current catalog of plants and pricing so that costs can be verified. Plants must carry a warranty to be applied under normal conditions of not less than 12 months from time of planting. Warranty must be identified on the pricing sheet #2.

CCISD anticipates purchase of flowers in 4" pots and shrubs in 1 and/or 2 gallon containers. The discount applicable to these shall be noted on Bid Sheet #2 for Supplies.

SUPPLIES

DEFINITIONS

Mulch – hardwood, bark mulch only

Top Soil – a mix 2/3 sand; 1/3 top soil
 Wood Chips – treated with weed and termite preventer

PRICING/DELIVERY INFORMATION

The unit cost must contain the cost of the service and the supplies. In the event of a cost discrepancy the unit cost will prevail.

Prices will be divided into 4 levels on Bid Sheet #1 (Services):

- i. Elementary schools
- ii. Intermediate schools and 9th grade centers
- iii. High schools
- iv. Educational Support Center (including street median in front of building), Clear Path high school, ClearView high school, and Technology Center

PRICING SHEET -PART 1 SERVICES

The following services shall be performed the number times shown that month at the locations given.

24 ELEMENTARY SCHOOLS (exclude Clearview Elementary)

DESCRIPTION OF SERVICE	SERVICES PER MONTH												TTL	\$/QUADRANT
	JN	FB	MR	AP	MA	JU	JL	AG	SP	OC	NV	DC	SVC/MO	
1. Lawn Maint included	1	2	3	3	4	4	5	4	4	2	2	1		\$
mowing, trimming, edge,														
Debris and sucker removal														\$
2. Shrubs/Flowerbeds included														
weed, debris removal	1	2	3	3	4	4	5	4	4	2	2	1	35	\$
hedge trim/prune	1	1	1	1	1	1	1	1	1	1	1	1	12	\$
3. Tree Maint included														\$
tree basin maint	1	1	1	1	1	1	1	1	1	1	1	1	12	
debris removal	1	1	1	1	1	1	1	1	1	1	1	1	12	
sucker removal	1	1	1	1	1	1	1	1	1	1	1	1	12	
PRUNING														
tree pruning			1					1			1		3	\$
crepe myrtle prune		1											1	\$
TOTAL ELEMENTARY SCHOOLS														

8 INTERMEDIATE SCHOOLS & 2 9th GRADE CENTERS

DESCRIPTION OF SERVICE	SERVICES PER MONTH												TTL	\$/QUADRANT
	JN	FB	MR	AP	MA	JU	JL	AG	SP	OC	NV	DC	SVC/MO	
1. Lawn Maint included	1	2	3	3	4	4	5	4	4	2	2	1	35	\$
mowing, trimming, edge														
debris removal														
2. Shrubs/Flowerbeds included														
a - weed, debris removal	1	2	3	3	4	4	5	4	4	2	2	1	35	\$

b - hedge trim/prune

3. Tree Maint included

tree basin maint

debris removal

sucker removal

PRUNING

tree pruning

crepe myrtle prune

1	1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	1	12	\$
		1						1			1		3	\$
	1												1	\$

TOTAL INERMEEDIATE SCHOOLS

5 HIGH SCHOOLS**DESCRIPTION OF SERVICE****1. Lawn Maint incl**

mowing, trimming, edge

debris removal

2. Shrubs/Flowerbeds

incl

a - weed, debris removal

b - hedge trim/prune

3. Tree Maint incl

tree basin maint

debris removal

sucker removal

PRUNING

tree pruning

crepe myrtle prune

JN	FB	MR	AP	MA	JU	JL	AG	SP	OC	NV	DC	TTL	
												SVC/MO	\$/QUADRANT
1	2	3	3	4	4	5	4	4	2	2	1	35	\$
1	2	3	3	4	4	5	4	4	2	2	1	35	\$
1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	12	\$
		1					1			1		3	\$
	1											1	\$

TOTAL HIGH SCHOOLS

EDUCATION SUPPORT CENTER* & CLEARVIEW ELEMENTARY ONLY**DESCRIPTION OF SERVICE****1. Lawn Maint incl**

mowing, trimming, edge

debris removal

2. Shrubs/Flowerbeds

incl

weed, debris removal

hedge trim/prune

3. Tree Maint incl

tree basin maint

debris removal

sucker removal

PRUNING

tree pruning

crepe myrtle prune

JN	FB	MR	AP	MA	JU	JL	AG	SP	OC	NV	DC	TTL	
												SVC/MO	\$/QUADRANT
1	2	3	3	4	4	5	4	4	2	2	1	35	\$
1	2	3	3	4	4	5	4	4	2	2	1	35	\$
1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	12	\$
1	1	1	1	1	1	1	1	1	1	1	1	12	\$
		1					1			1		3	\$
1	1											2	\$

TOTAL ELEMENTARY SCHOOLS

*ESC includes the esplanade in front of the building at 2425 E. Main St.; League City Texas

PRICING SHEET - PART 2 – SUPPLIES

The following items are to be acquired on an as needed basis. CCISD requires that each item carry an unit cost using ONLY the U/M shown. Prices must include delivery. If a minimum quantity is required, the minimum amount must be shown and the unit price must be only for a single unit, not an aggregated minimum. **A separate hourly rate for application is listed under Labor Rates and should NOT be included in these unit prices.**

NO.	DESCRIPTION	\$/UM
1.	pea gravel min yd/trip _____	\$ _____/cu yd
2.	landscaping mulch (as specified) min yd/trip _____	\$ _____/cu yd
3.	top soil (as specified) min yd/trip _____	\$ _____/cu yd
4.	treated wood chips (as specified) min yd/trip _____	\$ _____/cu yd
5.	shrub removal (incl debris removal)	\$ _____/ea
6.	tree removal (by trunk diameter – includes hauling away debris)	
	a 1" – 3"	\$ _____/ea
	b 3" – 6"	\$ _____/ea
	c 6" – 12"	\$ _____/ea
	d. over 12"	\$ _____/ea
7.	Identify discount on plants, shrubs and related supplies purchased thru your company:	
	a plants 4"	_____ %
	b shrubs – 1 gallon	_____ %
	c shrubs – 2 gallon	_____ %
	How long are plants warranted?	_____
8.	Labor Rates (as specified)	
	Laborer: \$ _____/hr;	
	Foreman: \$ _____/hr	
	Supervisor: \$ _____/hr	

PROPOSAL SHEET

List any and all exceptions on a separate, attached sheet. Vendors may offer one alternate to specified items UNLESS ITEMS ARE LABELED "NO SUBSTITUTE." Vendors MUST show brand name for all alternate items offered. Prices shall include shipping, handling and freight charges and all shipments are FOB Clear Creek I.S.D. Please refer to the attached District Map for the location of each campus.

QUADRANT 1

North Pointe Elementary
 Brookwood Elementary
 Armand Bayou Elementary
 Falcon Pass Elementary
 Clear Lake City Elementary
 John F. Ward Elementary
 Clear Lake Intermediate
 Space Center Intermediate
 Clear Lake High – 9th Grade Center
 Clear Lake High

QUADRANT 2

Arlyne & Weber Elementary
 Wedgewood Elementary
 Landolt Elementary
 Greene Elementary
 McWhirter Elementary
 Whitcomb Elementary
 Brookside Intermediate
 Westbrook Intermediate
 Clear Brook High
 FFA Agriculture Center

QUADRANT 3

Hall Elementary
 Gilmore Elementary
 Bauerchlag Elementary
 Ross Elementary
 League City Elementary
 Clear Path Alternative
 Creekside Intermediate
 Victory Lakes Intermediate
 New Distribution Complex
 Clear View Education Center
 Clear Springs High

QUADRANT 4

Goforth Elementary

Hyde Elementary
 Ferguson Elementary
 Stewart Elementary
 Bay Elementary
 White Elementary
 Robinson Elementary
 League City Intermediate
 Seabrook Intermediate
 Clear Creek High
 Clear Creek High – 9th Grade Center
 Education Support Center
 District Stadium
 Maintenance Operations Department
 Transportation Center
 Central Warehouse
 Teacher Resource Center

Item #	Description	\$Price
1	QUADRANT 1	
2	QUADRANT 2	
3	QUADRANT 3	
4	QUADRANT 4	
5	Total (All Quadrants)	