

STATE OF TEXAS

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CONTRACT NUMBER: 2022-11-02

COUNTY OF LUBBOCK

LANDSCAPING SERVICES

WHEREAS, LUBBOCK COUNTY has determined there is a need to provide landscaping services for the Lubbock County Sheriff's Office; and

WHEREAS, LUBBOCK COUNTY has requested and reviewed bids for landscaping services for the Lubbock County Sheriff's Office in accordance with applicable State laws; and

WHEREAS, LUBBOCK COUNTY has determined that Erlys Janitorial Services can best provide landscaping services for the Lubbock County Sheriff's Office; and

WHEREAS, this agreement is made between Erlys Janitorial Services (hereinafter referred to as "CONTRACTOR") and the COUNTY OF LUBBOCK, TEXAS, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "COUNTY") acting by and through its duly authorized representative, Lubbock County Judge Curtis Parrish.

NOW THEREFORE, the parties agree as follows:

ARTICLE I **RETENTION OF CONTRACTOR**

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

ARTICLE II **TERM OF AGREEMENT**

This Agreement shall become effective December 6, 2022 and continue in full force until August 31, 2023. After the expiration of the initial term of the Agreement, the parties may agree to extend the Agreement for three (3) additional one-year terms (renewal period) under the same terms of the original Agreement. At least ninety (90) days before the expiration of the initial term or any renewal period, each party will notify the other party of its intention to renew or terminate this Agreement. Should this Agreement naturally expire without alternative provisions, this Agreement shall continue in force on a month to month basis under the same terms.

ARTICLE III **CREDENTIALING**

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing and insurance information as required by State law. All such information shall be provided within ten (10) days from the Effective Date of this Agreement.

ARTICLE IV **TERMINATION**

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgement that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V. (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in similar conditions.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR which would substantially interfere with the performance of the duties set out herein.
5. Failure by CONTRACTOR to cure any default or breach under this Agreement within fourteen (14) days after giving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any costs incurred by COUNTY to fulfill CONTRACTOR's obligations under this Agreement.

ARTICLE V **DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for all duties specified in the Request for Quotes (Exhibit A) and CONTRACTOR's response to Request for Quotes (Exhibit B) which by this reference is incorporated in full into this Agreement, and include but are not limited to, the Scope of Services.

1. The CONTRACTOR shall supply all supervision, perform all work, furnish all labor, tools, materials, equipment, and incidentals necessary (unless provided by the COUNTY) to fully and properly perform all work described. All work shall be completed in accordance with all governing codes and ordinances, with the best practices, including manufacturer's recommendations and workmanship, for the skill or trade involved.
2. CONTRACTOR and all employees of the CONTRACTOR shall submit to background checks performed by Lubbock County. Individuals are required to provide their driver's license, social security number and date of birth as well as any other necessary information for a background

check prior to performing work.

3. CONTRACTOR shall perform the following services inside and outside of the fenced area, alley and up to the surrounding businesses/buildings for the entire term of the Agreement and are to be included in the monthly service charge:
 - Sweeping warehouse
 - Maintaining/repair of sprinkler system
 - Spraying for weeds
 - Cleaning of patio area
 - Removal and disposal of trash from lawn, parking area, and warehouse
4. CONTRACTOR is to cut the lawn and trim bushes/shrubs twice a month during the months of April through October. This pricing will be separate from the monthly service charge.
5. COUNTY will give CONTRACTOR access to the inside of the building and parking area at any mutually agreed upon times.
6. All services are to be rendered twice a month on a mutually agreed upon weekday outside of business hours.

ARTICLE VI **DUTIES OF COUNTY**

1. COUNTY shall make payments to CONTRACTOR as specified in ARTICLE VII.
2. COUNTY will provide to the CONTRACTOR in the performance of their work the use of the following supplies and equipment.
 - Shop broom
 - Parts for repair of the sprinkler system
 - Trash bags
 - Trash cans

ARTICLE VII **RATES**

COUNTY shall pay directly to CONTRACTOR in accordance with CONTRACTOR'S response to Request for Quotes (Exhibit B) an amount not to exceed \$400.00 per month for the monthly service charge and an additional charge of \$100.00 during the months of April through October for additional mowing and trimming services in accordance with ARTICLE V DUTIES OF CONTRACTOR set forth above and in the Request for Quotes (Exhibit A) which is incorporated in full into this Agreement.

Payments will be made as invoiced after approval at a regularly scheduled meeting of the Lubbock County Commissioners Court. The Lubbock County Commissioners Court generally meets the second and fourth Mondays of each month. The COUNTY shall make all payments to CONTRACTOR and shall under no circumstances make any payments directly to CONTRACTOR's personnel for any services rendered to COUNTY.

It is expressly understood and agreed that the County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Lubbock County for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability

of the County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time to certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of the Contractor is to terminate this Agreement.

ARTICLE VIII

FUNDING

Funds for payment have been provided through the Lubbock County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the current Lubbock County fiscal year shall be subject to budget approval. All payments due hereunder shall be made from revenues currently available to Lubbock County.

ARTICLE IX

RELATIONSHIP OF PARTIES

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

CONTRACTOR understands and agrees that COUNTY shall not withhold from compensation payable to CONTRACTOR any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for CONTRACTOR which does hereby indemnify and hold COUNTY harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTOR's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over COUNTY.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired contractor to provide landscaping services for the Lubbock County Sheriff's Office. As such, CONTRACTOR has the duty and obligation to perform all obligations to

COUNTY under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in similar conditions. CONTRACTOR acknowledges that information obtained directly or indirectly during the course of providing landscaping services is to be treated as private and confidential. Confidentiality must be maintained whether the information is stored on paper or on computer, communicated verbally or through any other means. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE X **ASSIGNMENT**

This Agreement may not be assigned without the written approval of the COUNTY.

ARTICLE XI **SEVERABILITY**

In the event any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement.

ARTICLE XII **VENUE AND APPLICABLE LAW**

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state or federal district courts located in Lubbock, Lubbock County, Texas.

ARTICLE XIII **PUBLIC INFORMATION**

This Agreement will be considered public information. To the extent, if any, that any provisions of this Agreement are in conflict with Tex. Gov't Code § 552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any items or data furnished to COUNTY whether or not the same are available to the public. It is further understood that COUNTY, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that COUNTY, its officers and employees shall have no liability or obligations to CONTRACTOR for the disclosure to the public, or to any person or persons, of any items or data furnished to COUNTY by CONTRACTOR in reliance on any advice, decision or opinion of the Attorney General of the State of Texas. Furthermore, CONTRACTOR agrees

to preserve all records related to this Agreement for the duration of the Agreement and provide to the COUNTY any information related to the Agreement for the duration of the Agreement.

ARTICLE XIV **INDEMNIFICATION**

The parties to this agreement understand that under the Constitution and the laws of the State of Texas, the COUNTY cannot enter into an Agreement whereby the COUNTY agrees to indemnify or hold harmless any other party and any provisions which purports to require indemnification by the COUNTY is invalid.

ARTICLE XV **PROHIBITION OF BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATIONS**

CONTRACTOR must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts or agreements with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, CONTRACTOR verifies to County that it is not on any such list.

ARTICLE XVI **MISCELLANEOUS**

This agreement and Request for Quotes (Exhibit A) and CONTRACTOR's response to Request for Quotes (Exhibit B) constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Quote Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that is not embodied in this Agreement.

CONTRACTOR shall secure all necessary site related approvals, permits, licenses.

COUNTY will not be liable to the CONTRACTOR for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, direct, punitive, or exemplary damages.

ARTICLE XVII
NOTICES

All notice required under this Agreement shall be sent by certified mail, return receipt requested to the parties at the following addresses:

CONTRACTOR: Erlys Janitorial Services
Attn: Mark Gomez, Owner
1201 Auburn
Lubbock, TX 79401
erlysjanitorial@yahoo.com

COUNTY: Lubbock County Judge
P.O. Box 10536
Lubbock, Texas 79408
Commissionerscourt@lubbockcounty.gov

With a copy to: Lubbock County Contract Manager
P.O. Box 10536
Lubbock, TX 79408
contracts@lubbockcounty.gov

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seal thereto as of the day and year written below.

LUBBOCK COUNTY, TEXAS:

ERLYS JANITORIAL SERVICES:

Curtis Parrish
County Judge

Mark Gomez
Owner

DATE SIGNED: _____

DATE SIGNED: _____

ATTEST:

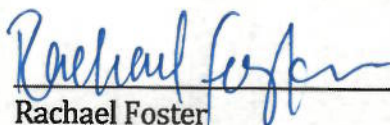
Kelly Pinion
Lubbock County Clerk

APPROVED AS TO CONTENT:

A handwritten signature in black ink, appearing to read "Phillip Partin", written over a horizontal line.

Phillip Partin
Administrator

REVIEWED AS TO FORM ONLY:

A handwritten signature in blue ink, appearing to read "Rachael Foster", written over a horizontal line.

Rachael Foster
Civil Division, Lubbock County
Criminal District Attorney's Office



EXHIBIT A

Lubbock County

916 Main, Suite 503

P.O. Box 10536

Lubbock, Texas 79408

PH: 806.775.1014 | FAX: 806-.775-.7981

LUBBOCK COUNTY, TEXAS

Lubbock County is requesting quotes for Landscape Services. Specifics shall be as shown in the bid documents.

I. INSTRUCTIONS:

Offerers may submit bids electronically by uploading required documents at Lubbock County partner's website, Bonfire. If submitting electronically, do not submit paper documents. Refer to Exhibit A for Bonfire Submission Instructions.

If you choose to submit in hard copy, submit one original bid along with supporting documents of your submittal in a sealed envelope or container plainly labeled with LANDSCAPE SERVICES along with their vendor name and address on the outside of the envelope or container to the office of the Director of Purchasing:

Physical: LUBBOCK COUNTY PURCHASING DEPARTMENT
Attn: DIRECTOR OF PURCHASING
916 MAIN STREET, SUITE #503
LUBBOCK, TEXAS 79401

Mailing: LUBBOCK COUNTY PURCHASING DEPARTMENT
Attn: DIRECTOR OF PURCHASING
PO BOX 10536
LUBBOCK, TEXAS 79408

This Bid is for your convenience in submitting an offer for the referenced services for Lubbock County.

Bids or electronic submittals through the Bonfire portal, <https://lubbock.bonfirehub.com> shall be received until:

**Thursday, August 25, 2022, prior to 2:00 P.M.,
MARK ENVELOPE: LANDSCAPE SERVICES**

In the event of inclement weather and County Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day.

The documents shown in Exhibit A are required to be submitted in your bid/offer package. It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer package.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR BID AS NON- RESPONSIVE.

- Bid Table (as posted in Bonfire)
- Vendor Acknowledgement Form

A **PRE-BID CONFERENCE** will be held on Wednesday, August 17, 2022 at 3:00 P.M., please contact Kailee Jarvis with the Lubbock County Purchasing Department at kjarvis@lubbockcounty.gov or (806)-775-1019 for the location address. Attendance by prospective prime bidders is recommended. Contractors are responsible for any information obtained during the pre-bid conference, including those individuals not in attendance.

IT IS UNDERSTOOD THAT: Lubbock County, reserves the right to accept or reject any and/or all bids as it shall deem to be in the best interest of Lubbock County. Receipt of any bids shall under no circumstances obligate Lubbock County to accept the lowest bid. The award shall be made to the responsible bidder(s) whose bid(s) is determined to be the lowest responsive bid(s). Lubbock County reserves the right to waive any minor irregularities in a response. Lubbock County reserves the right to request clarification of irregularities submitted and/or to request additional information from any firm and the right to eliminate any firm from consideration if it is determined the firm cannot perform services specified in their response.

Lubbock County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.

BIDS SHALL include all required documents. Each paper submittal shall be placed in a sealed envelope, manually signed in ink by a person having authority to bind the firm in a contract and marked clearly on the outside. Electronic bids shall be submitted via Bonfire following the instructions for electronic submittal included in Exhibit A.

LATE BIDS: Bids received in County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Lubbock County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.

WITHDRAWAL OF BIDS: A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

FUNDING: If the funds for payment have been provided through Lubbock County budget approved by the Lubbock County Commissioners Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which the budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval. The Fiscal Year for Lubbock County extends from September 1st of each calendar year to August 31st of the next calendar year.

INFORMATION/QUESTIONS: All requests for additional information or clarification concerning this bid must be submitted through the Bonfire electronic procurement portal system or **in writing**, no later than five (5) business days prior to the bid opening date and be addressed to:

Lubbock County Purchasing Department
Attn: Director of Purchasing
916 Main Street, Suite 503

P.O. Box 10536
Lubbock, Texas 79408
Fax: (806)775-7981
E-mail: cwehrman@lubbockcounty.gov

PURCHASE ORDER: A purchase order(s) shall be generated by Lubbock County to the successful bidder.

INVOICES: Invoices shall be mailed directly to:

Lubbock County Auditor's Office
P.O. Box 10536
Lubbock, Texas 79408

The invoices shall show:

- Name and address of successful bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and
- Lubbock County Purchase Order Number.

TERM: Effective from award through August 31, 2023. With (3) optional renewal periods.

RENEWAL OPTIONS: Lubbock County reserves the right to exercise an option to renew the contract with the Vendor for three (3) twelve (12) month periods, provided such option be stipulated and agreed upon by both parties. In the event that Lubbock County exercises the right in writing, the Vendor must update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Lubbock County may rescind its option or seek a new bid solicitation.

PAYMENT: Payment will be made upon receipt and acceptance by the County of completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

SALES TAX: Lubbock County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

BID SUBMITTAL:

1. Bid prices must be firm for a minimum period of the project. Bids subject to price increases will not be considered.
2. Any information regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid response.
3. All bids must include these documents and any subsequent addenda. Bids must be submitted on the Bid Table. Identify the item bid, including brand name and model number, if applicable.
4. The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

5. All bids, responses, inquiries or correspondence relating to or in reference to this bid, and all reports, charts and other documentation submitted by bidders shall become the property of Lubbock County when received.

MONITORING PERFORMANCE: The County shall have the unfettered right to monitor and audit the qualifier's work in every respect. In this regard, the qualifier shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the qualifier shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the qualifier's work and performance under this contract. In the event any such material is not held by the qualifier in its original form, a true copy shall be provided.

TERMINATION FOR DEFAULT: Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by qualifier of the provisions of the contract shall be issued by the County through its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Lubbock County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or further negotiations. At a minimum, qualifier shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Lubbock County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by qualifier.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event contractor:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted bid and the contract/purchase order.

TERMINATION FOR CONVENIENCE: County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by qualifier should this contract be terminated early.

CONTRACT: Any contract made, or purchase order issued, as a result of this ITB shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State and local laws, regulations and executive orders to the extent that the same may be applicable.

LANDSCAPE SERVICES PROJECT SCOPE

III. PROJECT DESCRIPTION:

A. Scope of Project

1. Project Summary: Provide Landscaping Services on a regularly scheduled basis. The term of this contract is (1) year, effective from award through August 31, 2023. With (3) optional renewal periods.
2. The Contractor shall supply all supervision, perform all work, furnish all labor, tools, materials, equipment, and incidentals necessary (unless provided by the County) to fully and properly perform all work described. All work shall be completed in accordance with all governing codes and ordinances, with the best practices, including manufacturer's recommendations and workmanship, for the skill or trade involved.
3. Background checks on the Contractor and all workers must be performed by Lubbock County. Individuals will provide their driver's license, social security number and date of birth as well as any other necessary information for a background check prior to performing work.

B. Project Specifications

1. Project to include the following services to be performed inside and outside of the fenced area, alley and up to the surrounding businesses/buildings and are to be included in the monthly service charge:
 - Sweeping Warehouse
 - Maintaining/Repair Sprinkler System
 - Spraying for Weeds
 - Cleaning of Patio Area
 - Removal and Disposal of Trash from Lawn, Parking Area, and Warehouse
2. Client is to cut the lawn and trim bushes/shrubs twice a month during the months of April – October. This pricing will be separate from the monthly service charge.
3. Client will give Contractor access to the inside of the building and parking area at any mutually agreed upon times.
 - Services are to be rendered twice a month
 - [REDACTED]
4. Client will provide for the Contractor in the performance of this contract the use of the following supplies and equipment:
 - Shop Broom
 - Parts for Repair of the Sprinkler System
 - Trash Bags
 - Trash Cans

**LANDSCAPE SERVICES
BID TABLE**

Monthly Landscape Service Charge	\$ _____
Monthly Mowing & Trimming Charge (TWICE MONTHLY FROM APRIL TO OCTOBER)	\$ _____

Please list any exceptions there may be to the project specifications and/or scope.



Exhibit A

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Tab 1 Bid Table	File Type: PDF (.pdf)	Single	Required
Tab 2 Vendor Acknowledgement	File Type: PDF (.pdf)	Single	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://lubbock.bonfirehub.com>

The Q&A period for this opportunity starts Tuesday August, 9, 2022, 3:00 P.M. CDT. The Q&A period for this opportunity ends Thursday, August 18, 2022, 2:00 P.M. CDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Thursday, August 25, 2022, 2:00 P.M. CDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Lubbock County uses a Bonfire portal for accepting and evaluating bids digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

LANDSCAPE SERVICES VENDOR ACKNOWLEDGEMENT

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, proposer further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

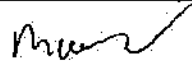
Company Name					
Address of Principal Place of Business					
City, State, Zip					
Remittance Address					
City, State, Zip					
Phone of Principal Place of Business					
Fax of Principal Place of Business					
E-mail Address of Representative					
Active SAM Registration	Y		N		
SAM Unique Entity Identification Number					
Date					
Acknowledgement of Addenda (Please circle EACH acknowledged Addendum(s))	#1	#2	#3	#4	#5
Authorized Representative Name					
Authorized Representative Title					
Authorized Signature					

EXHIBIT B

LANDSCAPE SERVICES VENDOR ACKNOWLEDGEMENT

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, proposer further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name	Erlys Janitorial Services
Address of Principal Place of Business	1201 Auburn
City, State, Zip	Lubbock, TX 79401
Remittance Address	Same
City, State, Zip	
Phone of Principal Place of Business	806 241 8021
Fax of Principal Place of Business	
E-mail Address of Representative	erlysjanitorial@yahoo.com
Active SAM Registration	Y <input checked="" type="radio"/> N
SAM Unique Entity Identification Number	
Date	8-19-22
Acknowledgement of Addenda (Please circle EACH acknowledged Addendum(s))	#1 #2 #3 #4 #5
Authorized Representative Name	Mark Gomez
Authorized Representative Title	owner
Authorized Signature	

**LANDSCAPE SERVICES
BID TABLE**

Monthly Landscape Service Charge	\$ <u>400.⁰⁰</u>
Monthly Mowing & Trimming Charge (TWICE MONTHLY FROM APRIL TO OCTOBER)	\$ <u>100.⁰⁰</u>

Please list any exceptions there may be to the project specifications and/or scope.
