



REQUEST FOR PROPOSALS # 234

Blinn College District invites qualified firms to submit Proposals for:

**BLINN-BRYAN CAMPUS, BLINN-RELLIS CAMPUS AND POST OFFICE CAMPUS
GROUNDS MAINTENANCE SERVICES**

Proposals will close on:

JUNE 24, 2025 @ 2:00 PM CDT

Sealed Proposals must be submitted to the following location with the RFP # in the lower left corner of the envelope.

Vendors are encouraged to register and submit proposals through the Blinn College District E- procurement site: <https://blinn.ionwave.net/Login.aspx>

Faxed and e-mailed proposals will not be accepted.

Mail Proposals to:

**Blinn College District Purchasing
902 College Avenue
Brenham, Texas 77833**

Deliver Proposals to:

**Blinn College District Purchasing
Old Main – 806 College Avenue, Room 207
Brenham, Texas 77833**

RFP#234

Blinn-Bryan Campus, Blinn-RELLIS Campus and Post Office Campus Grounds Maintenance Services

Proposals that arrive after the closing date and time will be rejected. Time/date stamp clock in the Purchasing Department shall be the official time of receipt. Responses received in the Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Mailing of a Proposal does not ensure that the RFP will be delivered on time or delivered at all. The proposer (not the college mail system) is solely responsible for ensuring the RFP is received prior to the closing date and time. **Delivery to any other campus location or any other department is unacceptable.**

Blinn College District reserves the right to reject any and/or all RFP's, to award contracts as may appear advantageous to the Blinn College District, and to waive all formalities in offering.

Ross Schroeder – Director of Purchasing

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SECTION 1 – PURPOSE

Blinn College District, a Junior College District of Washington County is receiving proposals for Grounds Maintenance Services for the Blinn-Bryan Campus, Blinn-RELLIS Campus and the Post Office Campus in Bryan, Texas. The selection of the Grounds Maintenance Service vendor will be in compliance with the provisions of the Texas Educational Code Section 44.031 and consist of the one-step process set forth in Section 2269 of the Texas Government Code.

A Pre-proposal meeting is scheduled for June 12, 2025, at 10:00 AM. The meeting will be held in Blinn-Bryan Campus, G Building, Room 161, 2423 Blinn Blvd., Bryan, TX 77802 (entrance from the courtyard near the north-east stair).

Response to Request for Proposals

Respondents are required to provide detailed written responses to this RFP no later than **June 24, 2025 @ 2:00 PM C.D.T.** Responses must be delivered to the Blinn College District, Purchasing Department, located in Old Main, 806 College Avenue, Room 207, Brenham, TX 77833. Responses may also be submitted through Blinn College's E-procurement site at <https://blinn.ionwave.net/Login.aspx>. Responses received after this date will not be considered or accepted.

Written responses shall address each requirement identified in this RFP. Failure to provide all requested information may be considered an incomplete response. Blinn College District reserves the right to reject any or all proposals and to accept any proposal deemed as providing the best value to the Blinn College District. Blinn College District shall short list the respondents based on the information provided, and follow-up with an interviewing process prior to beginning contract negotiations with the respondent deemed to offer the best value.

Respondents are required to submit an electronic copy via USB flash drive or through the Blinn College E-procurement site. The electronic file shall be in one (1) pdf file. The pdf file shall be titled "RFP 234 Submission – *Firm Name*". The general format of this file should be: Cover Page; Letter of Interest; Table of Contents; Section 1 – Qualifications, and Experience; Section 2 – Qualifications of Personnel and Team; Section 3 – Proposal Understanding and Site Inspection; Section 4 – Required Forms; Section 5 – Completed Bid Form on provided form. All pages within the pdf file shall be 8 ½" x 11", portrait format. The response shall be a maximum of 25 pages in length. Respondents may also submit (1) printed copy in a bound format (not a three-ring binder). Do not include preprinted materials or attachments.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed.

Proposals and any other information submitted by respondents in response to this RFP shall become the property of the Owner.

The Owner will not compensate respondents for any expenses incurred in the Proposal's preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Proposals at their own risk and expense.

Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner.

The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the Owner's best interest.

Proposals shall consist of answers to questions identified in Section 3 of the RFP, required forms, and fee proposal form. It is not necessary to repeat the question in the Proposal; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposal.

Questions regarding the project and this Request for Proposals are to be directed to:

Ross Schroeder
Blinn College District
Director of Purchasing
902 College Ave.
Brenham, Texas 77833
Phone: 979-830-4118
Email: ross.schroeder@blinn.edu

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RFP #234 Calendar

Date/Time	Action
June 3, 2025	Advertisement
June 10, 2025	Advertisement
June 12, 2025, 10:00 AM	Pre-Proposal Meeting: Blinn-Bryan Campus G Building, Room G161 2423 Blinn Blvd., Bryan, Texas 77802 CLICK HERE FOR CAMPUS MAP
June 17, 2025, 5:00 pm	Last day and time to submit email inquires Submit to: ross.schroeder@blinn.edu
June 19, 2025	Addenda issued, if any, communicated by e-mail and the Blinn College E-procurement site.
June 24, 2025, 2:00 pm	Deadline for Submission Blinn College District Purchasing Attn: Mr. Ross Schroeder, Director of Purchasing 902 College Ave. Brenham, Texas 77833 CLICK HERE FOR CAMPUS MAP
July 3, 2025	If necessary, Notify shortlisted firms for presentation interview
July 15, 2025	If necessary, Presentations from Selected Firms (Location and Time: T.B.D.)
August 1, 2025	Anticipated Contract Execution
September 1, 2025	Anticipated Start of Services

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SECTION 2 – EVALUATION CRITERIA AND SELECTION PROCESS

Proposals Evaluation Criteria and Requirements

All proposals will be evaluated based on the criteria listed below by the evaluation committee. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFP; beneficiaries and /or users of the RFP's subject matter; and individuals who provide a diversity of experience within the Blinn College District. The top scoring firms will be selected to participate in the interview process.

Proposals Evaluation Criteria

Criteria	Max. Score
Qualifications and Experience	25
Qualifications of Personnel and Team	25
Proposal Understanding and Site Inspection	10
Completeness and Thoroughness of Proposal	5
Proposal Cost	35
TOTAL MAXIMUM PROPOSAL SCORE	100

The following information is required to be included in the RFP response for step one at a minimum. The descriptions below correspond with the scoring factors outlined above.

All proposals will be evaluated based on the criteria listed below.

1. Firm's Qualifications, and Experience (25 pts.)

- A. Provide your company profile including history, company principals, number of employees, annual revenues, date the company was established, and any lawsuits/liens within the past five years in accordance with the format included in this RFP.
- B. Provide a list of five (5) clients within the last three (3) years for which the proposer has provided similar/relevant services to the services required in this RFP in accordance with the format included in this RFP, noting any state agencies, state institutions of higher education, cities, counties, school districts, community colleges, or other special authorities and districts. Provide the following for each client:
 - a. Project Name, Location, Contract Type and Contract Timeframe
 - b. Brief description of services provided.
 - c. Owner's Name, title, and current phone number

2. Qualifications of Personnel and Team (25 pts.)

- A. Provide an organizational list of the proposer's leadership to include years of experience in their positions and any licensing. List should include Project Manager, Professional Turf Grass Manager, Licensed Commercial Pesticide Applicator, Licensed Irrigator, and Certified Arborist.
- B. Provide a staffing and management plan, including the number of full and part-time employees.

3. Proposal Understanding and Site Inspection (10 pts.)

- A. Provide a brief statement acknowledging that the proposer has visited the site-specific locations and has a clear understanding of the scope of services set forth in this RFP.

4. Completeness and Thoroughness of Proposal (5 pts.)

- A. RFP submittal packet must be clear, concise and easy to follow. Provide materials in tabs that correspond with all requested information on the criteria factors.

5. Proposal Cost: Provide on Bid form included in the request for proposal (35 pts.)

Presentation Evaluation and Selection Process

At the college's discretion the top ranked firms from the proposal evaluation criteria may be asked to present their proposal. The evaluation criteria and weight factors listed below will be used in the interview. The cumulative scores from Proposal Evaluation Criteria and Presentation Evaluation will be used to select top ranked firm.

Presentation Evaluation Criteria

Criteria	Max. Score
Presentation of Qualifications, and Experience	50
Presentation of Qualifications of Personnel and Team	50
Presentation of Proposal Understanding and Site Inspection	75
Completeness and Thoroughness of Qualifications	25
TOTAL MAXIMUM PRESENTATION SCORE	200

The evaluation committee will utilize the information provided in qualification evaluation criteria.

SECTION 3 – PROPOSAL TERMS, CONDITIONS AND AGREEMENTS

ANNULMENTS AND RESERVATIONS:

Blinn College reserves the right to reject any and all proposals and waive any and all formalities and conditions. The College reserves the right to retain all proposals received for 30 days prior to taking any action and offerors shall not withdraw their proposal at any time thereafter. Blinn College shall accept the proposal determined by the College to be in its best interest. It is not the intent of any condition or specification in the RFP to prohibit any responsible offeror from submitting a proposal.

This Request for Proposal is not construed as a CONTRACT or a COMMITMENT of any kind. The request for proposal does not commit Blinn College to pay for any costs incurred in the preparation and submission of specifications or for any costs incurred prior to the execution of a final offer.

Blinn is not obligated to purchase any item or service, if funds are not allocated by the Grant, legislative session or the Board of Trustees.

Offeror's OBLIGATIONS:

Substitutions will not be allowed after a proposal has been submitted for review, and will not be accepted in lieu of specified items, unless the item is of a higher quality than the item specified and approved by the Director of Purchasing.

Any item that does not perform or meet the specifications or warranty, or as claimed by the offeror, will be replaced at no cost to the College.

Any specification an offeror may not agree with must be submitted in writing to the Purchasing Office five (5) days in advance of the proposal closing date.

Prompt payment discounts shall be listed on the proposal form.

In proposing, give complete information in spaces provided; otherwise, your proposal offer may not be given consideration. All proposal offers must be signed to be considered.

AWARD DETERMINATION / OBLIGATIONS BY THE COLLEGE:

Blinn College will award this contract to the offeror providing the best value as it deems to be in the best interest of the college.

In determining to whom to award a contract, the district shall consider items identified in the evaluation criteria.

The College may make such investigations, as it deems necessary, to determine the ability of the offeror to provide satisfactory performance in accordance with the specifications. The offeror shall furnish to the College all such information and data for this purpose as the College may request.

INTERPRETATIONS OF THE SPECIFICATIONS:

Only the interpretation or correction so given by the College, in writing, shall be binding and prospective offerors are advised that no other source, outside of the college, is authorized to give information concerning, explain or interpret, the proposal document.

Every request for such interpretation or correction must be in writing. All such interpretation and supplemental instructions will be in the form of written addenda to the proposal documents prior to the proposal opening. Your questions concerning the proposal specifications must be submitted in writing. We will return a written answer to your company.

BILLING AND PAYMENT/DISCOUNTING:

All invoices are to be submitted and mailed to:

Blinn College District – Attn: Accounts Payable
902 College Avenue
Brenham, Texas 77833

Unless otherwise stated on the purchase order, payment will be net thirty (30) days after receipt of a correct invoice. If a cash discount is allowed for prompt payment, please indicate on the invoice. Partial payments may be paid if partial shipments have been made. Any penalty for delayed payment must be stated on the invoice.

TAX EXEMPTIONS:

Prices Proposed SHALL NOT INCLUDE FEDERAL EXCISE OR STATE SALES AND USE TAXES as the COLLEGE is exempt from the payment of these taxes. Exemption Certificates for the Federal Excise Tax and State of Texas Sales Tax will be furnished upon request.

PRICE QUOTATIONS:

Lump sum price.

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

RIGHT OF OFFEROR SELECTION:

You are notified that although the College is required to submit purchases of all contracts of \$25,000 to competitive bidding, it is not required to accept the lowest proposal. In such purchasing the lowest proposal may be rejected if the College, in the exercise of its best judgment, feels that the proposal of one other than the low proposer will best serve the interest of the College.

Blinn College reserves the right to accept or reject any or all proposals in its entirety and/or waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any quotation offer.

REFERENCES:

Please provide at least three (3) educational references in addition to non-educational references.

CONFLICT OF INTEREST:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171 and Chapter 176.

ETHICS:

The offeror shall not accept or propose gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Blinn.

STATE LAW REQUIREMENTS:

This agreement will be governed and construed according to the laws of the State of Texas.

VENUE The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise shall be in "Washington County", Texas

All equipment and services furnished under this contract shall comply with applicable laws, ordinances and regulations. The proposer shall give all notices and comply with all laws, ordinances, rules and regulations, and without such notice to the authorized Owner's representative, the proposer shall bear all costs arising there from.

On May 30, 1995, Governor, George Bush, signed Senate Bill 1. It became effective on the day he signed it. The following is a requirement included in this law. It is mandatory that the College must include this in all Proposals. Each offeror must respond to this section of the law.

Section 44.034 TEC. Notification of Criminal History of Contractor. (This section does not apply to a publicly held corporation).

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 school district must have advance notice that a person, 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.

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.

State of Texas Government Code Chapter 178 –

Offerors submitting a response to a Blinn College RFB/RFP are responsible for complying with all applicable laws, ordinances and regulations including the provisions of the State of Texas Government Code Chapter 176. As applicable, the person submitting a response to a RFB/RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. This form is to be included with your proposal. A copy of the CIQ form can be found at the Texas Ethics Commission Web site.

UNIFORM & COMMERCIAL CODE:

This writing and subsequent interview information given and forward to the College shall be a sole and final expression of the agreement between the College and the offeror, and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.

This agreement shall be governed by the laws of the State of Texas. By submitting a signed proposal, the offeror certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and certifies that the company complies with equal employment opportunity regulations.

ENTIRE AGREEMENT

This proposal document will serve as a basis for a *SERVICE AGREEMENT* to be drafted by the College's attorney with the successful *OFFEROR*.

WHERE TO ADDRESS QUESTIONS

Proposal questions should be referred to:

Ross Schroeder, Director of Purchasing and Transportation

Blinn College

902 College Ave

Brenham, TX 77833

(979) 830 4118

e-mail: ross.schroeder@blinn.edu

SECTION 4 – BID FORM

REQUEST FOR PROPOSALS # 234

**BID FORM FOR:
GROUNDS MAINTENANCE SERVICES for the
BLINN-BRYAN CAMPUS, BLINN-RELLIS CAMPUS and POST OFFICE CAMPUS**

1. BID INFORMATION

a. Bidder: _____

b. Owner: Blinn College District

2. CERTIFICATION AND BID

- a. The undersigned Bidder, having carefully examined the procurement and contracting requirements, conditions of the contract, drawings, specifications, and all subsequent addenda, as prepared by the Owner, having visited the site, and being familiar with all conditions and requirements of the Work hereby agrees to furnish all material, labor, equipment, and services necessary to complete the annual landscaping and grounds maintenance services contract for the following sum(s):

Bid Area #1 - Blinn-Bryan Campus			
Monthly Cost	\$	Annual Cost	\$
Bid Area #2 - Blinn-RELLIS Campus			
Monthly Cost	\$	Annual Cost	\$
Bid Area #3 – Post Office			
Monthly Cost	\$	Annual Cost	\$
Bid Area #4 – Detention Ponds			
Monthly Cost	\$	Annual Cost	\$
Total for All Bid Areas #1-#4			
Monthly Cost	\$	Annual Cost	\$

3. UNIT PRICES:

- a. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work. These unit prices shall be used for any supplemental services beyond the services listed in the scope of work.

No.	Item/Description	Unit Cost
1	Install (1) Standard 1020 36 plant Count Flat of Annuals 1 LE - Annual Color Flats (Non-Contractual) Flat rate includes fertilizer, bed mix, and labor.	\$ Each
2	Install (1) 1-Gallon Perennial (1)1-Gallon Perennial rate includes fertilizer, bed mix, and labor.	\$ Each
3	Install (1) 1-Gallon Groundcover (1) 1-Gallon Groundcover rate includes fertilizer, bed mix, and labor.	\$ Each
4	Install (1) 3-Gallon Perennial (1) 3-Gallon Perennial rate includes fertilizer, bed mix, and labor.	\$ Each
5	Install (1) 3-Gallon Evergreen (1) 3-Gallon Evergreen rate includes fertilizer, tree mix, and labor.	\$ Each
6	Install (1) 3-Gallon Rose (1) Rose – 3-Gal rate includes fertilizer, bed mix, and labor.	\$ Each
7	Install (1) 3-Gallon Ornamental Grass (1) Ornamental Grass- 3-Gal rate includes fertilizer, bed mix, and labor.	\$ Each
9	Install (1) 5-Gallon Succulent (1) Succulent – 5-Gal rate includes fertilizer, bed mix, and labor.	\$ Each
9	Install (1) 7-Gallon Evergreen (1) Dwarf Yaupon – 7-Gal rate includes fertilizer, tree mix, and labor.	\$ Each
10	Install (1) 15 Gallon Shrub / Tree Shrub/Tree – 15-Gal, (1) LE – 6 ft Tree Stake Kit – Per Stake (Includes guying wire), 0.25 Bed Mix – YD, (2) mulch, Hardwood Brown Bag	\$ Each
11	Install (1) 30-Gallon Tree 0.25 Bed Mix - YD (1) LE - 6 ft Tree Stake Kit - Per Stake (Includes guying wire) (1) 30-Gallon Tree (2) Mulch, Hardwood Brown - Bag	\$ Each
12	Install (1) 45-Gallon Tree 0.25 Bed Mix - YD (1) LE - 6 ft Tree Stake Kit - Per Stake (Includes guying wire) (1) 45-Gallon Tree (2) Mulch, Hardwood Brown - Bag	\$ Each
13	Install (1) 65-Gallon Tree 0.25 Bed Mix - YD (1) LE - 6 ft Tree Stake Kit - Per Stake (Includes guying wire) (1) 65-Gallon Tree (2) Mulch, Hardwood Brown - Bag	\$ Each
14	Install (1) 100-Gallon Tree 0.25 Bed Mix - YD (1) LE - 6 ft Tree Stake Kit - Per Stake (Includes guying wire) (1) 100-Gallon Tree (2) Mulch, Hardwood Brown - Bag	\$ Each

15	Install (1) 200-Gallon Tree 0.25 Bed Mix - YD (1) LE - 6 ft Tree Stake Kit - Per Stake (Includes guying wire) (1) 200-Gallon Tree (2) Mulch, Hardwood Brown - Bag	\$	Each
16	Brown Mulch Per (100) Square Feet 8.3 Mulch, Hardwood Brown - Bag	\$	Each
17	Bull Rock Per (100) Square Feet 100 Weed Barrier Fabric – SF 0.25 6” sod staples – Box of 100 LS Bull rock - Yard	\$	Each
18	Decomposed Granite Per (100) Square Feet 100 Weed Barrier Fabric – SF 0.25 6” sod staples – Box of 100 1 Yard Decomposed Granite	\$	Each
19	Medium Grain Sand Per Yard with Delivery, 10-yard truck load	\$	/Yard
20	Topsoil Per Yard with Delivery, 10-yard truck load	\$	/Yard
21	Install (1) Pallet of Tiff Tuff Bermuda (Approximately 450 Square Feet) 3 Sandy Loam Soil – Yard 1 Tiff Tuff Bermuda - Pallet	\$	Each
22	Install (1) Yard Bed Mix 1 Bed Mix – Yard	\$	/Yard
23	Install (1) Yard of Sandy Loam Topsoil 1 Sandy Loam Soil – Yard	\$	/Yard
24	Install (100) Linear Feet of Brown Epic Edge 5 Epic Edge – Brown – 4”x20” 50 Epic Edge Stakes - Predrilled	\$	Each
25	Install 12” Catch Basin to Existing Drainage Line (Does Not Include Regarding) 1 NOS Square Catch Basin Kit Green with Grate, 2 outlets & Plug 12 in.	\$	Each
26	Install (100) Linear Feet of Solid 4” ADS Pipe 1 ADS 4 in, x 100 ft, Single Wall Pipe Solid 1 ADS Downspout Adapter - 4 In. x 4-1/4 in. x3 in. 1 ADS HOPE Corrugated Internal Snap Coupler Black - 4 in. 1 ADS 4 in. x 100 ft. White Sock – 4” 1 ADS Single Wall Pipe Perforated – 4 in. x 100 ft. 4 Pea Gravel 500 Weed Barrier Fabric – SF 1 6” Sod Staples – Box of 100	\$	Each
27	Tree Removal: 4”-12”, include stump grinding	\$	Each
28	Tree Removal: 13”-18”, include stump grinding	\$	Each
29	Tree Removal: 19”-24” , include stump grinding	\$	Each
30	Tree Removal: 25”-30” , include stump grinding	\$	Each

31	Irrigation Repair Labor Rate This is the labor rate for any irrigation repair work. An itemized invoice will be required.	\$ /Hour
32	Irrigation Materials Markup This is the percentage markup on the direct cost of material for any irrigation repair work. An itemized invoice will be required.	%
33	Bid Area #5 - Shredding	\$ Per Shredding

4. SUBCONTRACTORS AND SUPPLIERS

- a. List all subcontractors and/or suppliers who will provide services/supplies as well as the services/supplied they will provide.

Subcontractor/Supplier Name	Service/Supply
Continue list on additional page(s) if necessary	

5. ACKNOWLEDGEMENT OF ADDENDA

- a. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid.
- i. Addendum No. 1, dated: _____
 - ii. Addendum No. 2, dated: _____
 - iii. Addendum No. 3, dated: _____
 - iv. Addendaum No. 4, dated: _____

6. CONTRACTOR'S LICENSE

- a. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the jurisdiction in which the work will be performed.

7. OTHER CONDITIONS

- a. The undersigned agrees to the following:
- i. Will furnish all labor, material, supplies, and equipment as specified in the scope of work.
 - ii. Understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding and to assign the Work to the Bidder, who in the opinion of the Owner, serves the Owner's best interest.
 - iii. Attest that the bid is submitted without collusion with any other bidder.
 - iv. Provide insurance per the owner's standard contracting documents.

8. SUBMISSION OF BID

- a. Respectfully submitted this _____ day of _____, 2025
- b. Submitted By: _____ (Name of Bidding Firm/Corporation)
- c. Authorized Signature: _____ (Handwritten signature)
- d. Signed By: _____ (Type or print name)
- e. Title: _____ (Owner/Partner/President/Vice President)
- f. Street Address: _____
- g. City, State, Zip: _____
- h. Phone: _____
- i. Email Address: _____

End of Bid Form

SECTION 5 – REQUIRED FORMS

OFFEROR STATEMENT MUST BE SIGNED & RETURNED WITH THE PROPOSAL

Date _____

Blinn College
902 College Avenue
Brenham, Texas 77833

Having carefully examined the specifications and conditions prepared by the Purchasing Office of Blinn College and agreeing to conform to conditions set out in the contract, we, the undersigned, propose to furnish landscaping and grounds maintenance services to the Blin College Brenham campus, Brazos County campuses.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned or by any employee or agent to any College employee, board member, or other person engaged in this type of business prior to the official acceptance of this proposal.

1. In the event the undersigned offeror intends to deviate from the proposal, condition, or specifications contrary to those listed in the “specifications”, “Standard Terms and Conditions”, “Instructions” and other information attached hereto, all such deviations must be attached along with complete and detailed conditions and information.
2. All proposers must complete this page, sign, and return the sealed proposal. If the page is not signed the proposal may be considered Non-Responsive.
3. Our proposal is submitted with (check appropriately): _____ No Deviations _____ Yes Deviations

Name of Firm's

Agent/Title/Official Position

Signature of Company Official Authorizing the Proposal

Company Official Printed Name

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 College must give advance notice to the College 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.

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: _____

AUTHORIZED PRINTED NAME: _____

Title: _____

Check the appropriate box and sign the form.

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

AUTHORIZED SIGNATURE:

☐ My firm is neither owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE:

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

Name of Felony: _____

Details of Conviction(s) _____

AUTHORIZED SIGNATURE: _____

CERTIFICATE OF INTERESTED PARTIES FORM (HB 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number, contract number or contract name. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity (Declarat

Certification of Compliance with Executive Order GA-48

Pursuant to **Executive Order GA-48**, issued by Governor Greg Abbott on **November 19, 2024**, the Supplier certifies that neither the company, nor any of its **holding companies, subsidiaries, or affiliates**, is:

- A. Listed in [Section 889](#) of the **2019 National Defense Authorization Act (NDAA)**; or
- B. Listed in [Section 1260H](#) of the **2021 National Defense Authorization Act (NDAA)**; or
- C. **Owned by** the government of a country on the **U.S. Department of Commerce's foreign adversaries list** under [15 C.F.R. § 791.4](#); or
- D. **Controlled by** any governing or regulatory body located in a country on the **U.S. Department of Commerce's foreign adversaries list** under [15 C.F.R. § 791.4](#).

The Supplier further certifies that it does not engage in any **contractual, business, or operational** activities that would otherwise **grant access, control, or influence** to an entity meeting any of the above-listed criteria.

If at any time during the term of the contract, the Supplier becomes aware of any such affiliation or activity, it shall immediately notify Grayson College. The contract may be subject to termination, and the Supplier may face legal action as deemed necessary by the College.

By signing below, the Supplier **acknowledges and certifies compliance** with this requirement:

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

REFERENCE SHEET

PLEASE TYPE OR ATTACH YOUR REFERENCE LIST HERE: (Remember to include any educational entities you have done business with)

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

SECTION 6 – STANDARD AGREEMENT WITH SCOPE OF WORK EXHIBITS

GROUNDS MAINTENANCE SERVICES AGREEMENT

This Grounds Maintenance Services Agreement (“Agreement”) is by and between **BLINN COLLEGE DISTRICT**, a public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas (hereinafter referred to as “College”) and _____ (hereinafter referred to as "Contractor") with an effective date of _____, 20____, (“Effective Date”).

Whereas, the College desires to contract for grounds maintenance services for its various facilities as set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the College and the Contractor mutually agree as follows.

AGREEMENT

1. Services to be Provided: Contractor shall provide grounds maintenance and related services as set forth herein and as set forth in and described in Exhibit A, attached hereto and incorporated herein for all purposes (all services described in this Agreement, including those set forth in Exhibit A shall be referred to herein as “Services”). Services will be performed at **Blinn College’s Blinn-Bryan Campus, Blinn-RELLIS Campus and Post Office Campus** and facilities (individually referred to herein as “Facility” and collectively as “Facilities”).

Contractor will perform all Services in an efficient and effective manner and to the satisfaction of the College. Satisfaction is at the sole reasonable discretion of the College. The Services will include, without limitation, Contractor undertaking the following:

- A. Furnishing a management team acceptable to the College to ensure that the Services are accomplished in accordance with the terms and conditions set forth in this Agreement.
- B. Furnishing, training, managing, and directing all Contractor employees in the performance of Services. Upon written notification from College that it has an objection to any of Contractor’s employees or other persons performing Services under this Agreement, Contractor shall promptly remove that person from performing Services and the right to enter any of College’s Facilities. Contractor shall ensure College that all Contractor employees who provide Services under this Agreement shall comply with all applicable laws, ordinances, rules and regulations in the performance of Services provided under this Agreement, including but not limited to, criminal history background checks; all laws and regulations applicable to such employees; applicable College policies and procedures, all administrative rules and regulations in effect at the time; all laws governing appropriate visa and work authorization; and any other applicable requirements deemed necessary or advisable by College.
- C. Providing from time to time as agreed by the parties, additional services (non-repetitive in nature)

that are not listed in or contemplated as part of the Services set forth herein (“Additional Services”).

D. Furnishing all supplies and equipment needed to perform the Services.

2. Costs to be Paid by Contractor: The following costs and expenses will be at the sole cost and expense of Contractor without reimbursement by College:

- A. All wages and salaries, including regular pay, overtime pay, and benefits, including, but not limited to, insurance, worker’s compensation benefits, vacation pay, sick pay, bereavement pay and legal holiday pay (collectively, “Wages and Benefits”) for Contractor’s employees working under this Agreement.
- B. All employment and employment related costs and taxes including, without limitation, social security taxes; State and Federal unemployment insurance premiums; general liability and umbrella insurance premiums; workers’ compensation premiums; medical insurance in conformity with and as required by the applicable state and federal law; all life, disability, and dental insurance premiums’ and other applicable fringe benefits; related administrative costs; and payroll-based Federal, State and local taxes (collectively “Taxes and Costs”) payable on behalf of and for Contractor’s employees working at the Facilities or otherwise performing Services under this Agreement. **CONTRACTOR SHALL AND HEREBY DOES INDEMNIFY, DEFEND, AND HOLD HARMLESS COLLEGE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS FEES AND COSTS OF COURT) FOR, IN CONNECTION WITH, OR RELATED TO ANY CLAIMS FOR WAGES AND BENEFITS AND TAXES AND COSTS UNDER THIS AGREEMENT.**
- C. The cost of a personal computer, printer and any office supplies, if needed, for Contractor’s workspace at College’s Facility.
- D. The cost of any required uniforms, name badges, and other identification for Contractor’s employees.
- E. The cost of manuals, forms, training aids, office supplies, and long-distance telephone calls needed in performing the Services.
- F. The cost of Contractor’s supporting operations management, human resources, accounting, legal, training, and development and general administrative functions.
- G. The cost of all supplies and chemicals and ensuring that all supplies and chemicals meet acceptable safety standards and environmental laws.
- H. At Contractor’s sole cost, purchase and / or lease of all equipment needed to perform the Services at the College’s Facilities.
- I. The cost of maintaining, and repairing all equipment needed to perform the Services, including any equipment provided by College, by lease or purchase, subsequent to the commencement of this Agreement.
- J. The cost of any pre-employment drug testing for Contractor employees as required by College

policies and procedures in effect as of the date of this Agreement and applicable law.

3. Costs to be Paid by College: The following costs and expenses will be paid by College at its sole cost:

- A. The costs of utilities and electric power at the Facilities at which Services will be performed.
- B. After Contractor deposits common waste and refuse in the designated containers outside each Facility, the cost of all waste removal and disposal from College's Facility. The cost of waste containers, compacters, bins, cans, bailers, shredders, dumpsters and related receptacles used to temporarily store or process waste at College's Facilities. This does not include landscape and/or tree trimmings resulting from the execution of Services under this contract.

4. Payments to Contractor by College: In consideration of and as a dependent covenant conditioned on Contractor's satisfactory performance of its obligations under this Agreement, College shall make payments of undisputed amounts to Contractor as described below:

- A. Contract Price: The annual contract price is \$_____ ("Contract Price"). There shall be no adjustment in the annual Contract Price except if the parties agree in writing to the amount of increase or decrease in advance of the obligation to pay the amended contract price. The Contract Price shall be paid in twelve (12) equal monthly installments (collectively, "Monthly Payments" and each a "Monthly Payment") in the amount of \$_____. Bills shall be itemized per the appropriate bid area and/or Blinn assigned budget codes.
- B. Payment Terms: Contractor shall submit monthly invoices to Blinn College District at: 902 College Avenue, Brenham, Texas 77833, Attn: Accounts Payable by the First day of each month during the Term for Services rendered the previous month. Invoices may also be sent electronically. Each invoice, which will be accepted for completed, satisfactorily performed, and authorized Services, must be submitted in duplicate and must contain a purchase order number. Payments of undisputed amounts shall be either (i) hand delivered to Contractor's Site Manager (or another nominee of Contractor) from an authorized employee of College; (ii) made by electronic transfer to the Contractor's designated bank account; or (iii) delivered to an address provided by Contractor. The College shall pay Contractor the undisputed amount due under the invoice within thirty (30) days of receipt of a correct invoice from Contractor. Notwithstanding the foregoing, no payment shall be considered not paid when due or past due except in accordance with Section 2251.021 of the Texas Government Code. In the event that College does not make payments within the time periods required by Section 2251.021 of the Texas Government Code, College will pay Contractor interest in the amounts permitted under Section 2251.025 of the Texas Government Code.
- C. Contract Price Adjustments; Additional Services:
 - i. In the event that the parties renew the Agreement beyond the Initial Term, the Contract Price may be adjusted per written agreement and signed between the parties. If the Contractor projects an increase in the Contract Price for the Renewal Terms (as hereinafter defined), not later than forty-five (45) days prior to the commencement of the Renewal Term, the Contractor shall provide written notice to the College specifying the increase and the rationale for the increase. In the event that the Contractor has provided written notification of an expected increase for the Renewal Term, the College shall have thirty (30) days to evaluate the increase and elect to (1) accept the increase; (2) negotiate a different rate; or (3) terminate the Agreement. To be effective, any increase in the Contract Price must be in writing and

signed by the College.

- ii. Changes in Scope, Wages and Benefits, and Tax Rates: In the event of a change in the scope of Services to be rendered under this Agreement (either upward or downward); a change in the Wages and Benefits or Tax Rates mandated by State or federal law (either upward or downward); or a change in costs due to unionization of Contractor's employees (either upward or downward), the parties will negotiate in good faith to reach agreement on an increase or decrease in each of the Monthly Payments for the remainder of the Term. A change in scope includes the removal or addition of any Facilities, units, or buildings to be provided Services under this Agreement or a significant and material change in the types of tasks or frequency of the Services to be performed (collectively "Scope Change"). In the event that the parties are not able to agree on an increase or decrease or the amount of the increase or decrease, (1) the parties may agree to further modify the Agreement with an additional Scope Change; (2) the parties may elect to continue with the Agreement without a change in the Contract Price; or (3) either party may terminate this Agreement without penalty or further obligation by providing thirty (30) days written notice to the other party. In the event that the parties agree on an increase or decrease in the remaining Monthly Payments for that Term or if the parties agree to a Scope Change under clause (1) of this Section 4.C.ii, the parties will enter into a written amendment signed by both parties modifying the terms of this Agreement.
- iii. Cap on Price Adjustment Increases: Notwithstanding the potential price adjustments described in Sections 4.A and 4.C, the cumulative total of any price adjustments may not increase the Contract Price in excess of three percent (3%) in the Term; provided that the College agrees in writing in advance under the process set forth herein. The College shall not be obligated to pay any amount in excess of the Contract Price or Monthly Payment amount unless such increase is in writing and signed by the College.
- iv. Additional Services. If the College requests the Contractor to provide Additional Services, the Contractor shall provide a quote for performing the Additional Services in writing to the College. If the College agrees to the amount in the quote or if the parties negotiate and agree upon a different amount to be paid for the Additional Services, the parties will specify the Additional Services and the amount to be paid in writing signed by both parties. Payment for Additional Services in an amount agreed upon in writing between the parties shall be paid based on an invoice received by the College at the first of the month after the month in which such Additional Services are provided.

5. Term and Termination of Agreement:

- A. Term: Unless terminated earlier as set forth herein, this Agreement shall commence on the Effective Date and expire on August 31, 2028 ("Expiration Date"). The period between the Effective Date and Expiration Date shall be referred to herein as "Term." The College may extend the Term of this Agreement by sixty (60) days upon providing to Contractor sixty (60) days written notice prior to the expiration of the Agreement. If the College exercises this option, the Agreement shall remain in force under the same terms and consideration as set forth herein (or in any written amendment signed by both parties) and the Term shall be considered to include this 60-day extension option.
- B. Renewal. Upon written agreement of both parties, this Agreement may be renewed for two (2) one-year renewal terms (each a "Renewal Term" and collectively "Renewal Terms"). If a party desires to

renew the Agreement, that party shall notify the other party not less than sixty (60) days before the Expiration Date or the expiration date of the then existing Renewal Term. Renewal by the College may require the approval of the College's Board of Trustees. If the parties agree to renew the Agreement for that Renewal Term, the parties shall enter into a written amendment to authorize the extension of the Term and set forth any terms or conditions to which the parties agree for that Renewal Term. If the parties renew the Agreement for one or more Renewal Terms, the term "Term" as used in this Agreement shall include such Renewal Terms and the term "Expiration Date" shall be modified to include the last day of the then Renewal Term.

- C. Termination. In the event this Agreement is terminated on a date that is earlier than the Expiration Date, the term "Term" shall include the time period between the Effective Date and the effective date of termination.
- D. Termination for Non-Appropriation. The obligation of the College to make payments under this Agreement constitutes a commitment of revenues for the current fiscal year only and does not create an impermissible debt. In the event that the College's Board of Trustees fails to obtain and appropriate funds for any fiscal year during the Term, despite its best efforts, then an event of non-appropriation ("Non-Appropriation") shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) the College will provide immediate notice of such Non-Appropriation and provide written notice of such failure by its Board of Trustees at least forty-five (45) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; and (ii) this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to the College and College shall not be obligated to pay any beyond such fiscal year. The statement of the Contract Price in annual terms does not limit the College's right to terminate for Non-Appropriation under this Section 5.D.
- E. Termination for Convenience. Either party may terminate this Agreement at any time for convenience and without cause or penalty upon thirty (30) days written notice to other party. In the event of termination for convenience under this Section 5.E, after the effective date of termination, neither party shall have any further obligations under this Agreement. The statement of the Contract Price in annual terms does not limit either party's right to terminate for convenience under this Section 5.E.
- F. Termination for Cause: If, in the sole reasonable opinion of College, Contractor is not performing in accordance with this Agreement, except in the event of a default that affects the safety or health of College's employees and/or students or the public, College will give Contractor thirty (30) days written notice of its intention to terminate this Agreement if such deficiencies are not corrected within 5 (five) working or business days (the "Cure Period"). The written notice from College will include information relating to the deficiencies at issue. In the case of default that affects the health and safety of the College's employees and/or students or the public, College may terminate the Agreement immediately and pursue any remedies available under law. In the case of default that the Contractor fails to cure the default within the Cure Period, College shall give Contractor written notice that the Agreement will terminate ten (10) days thereafter.
- E. Termination for Material Change in Financial Condition: In the event a petition in bankruptcy is filed by or against either party which is not dismissed within 30 days thereafter, or if either party shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statutes, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, or shall make

any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, then the other party may immediately terminate this Agreement in whole or in part.

6. Insurance:

- A. Insurance to be carried by Contractor: Contractor, at its sole expense, shall procure and maintain during the Term of this Agreement, insurance from reputable companies licensed to do business in Texas in the following amounts and types of coverage:
- i. Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage) per occurrence and \$2,000,000 aggregate, \$100,000 Fire Damage, \$5,000 Medical Payments, Per Project Aggregate. Such insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term.
 - ii. Comprehensive Automobile Insurance with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for Contractor owned, non-owned, and hired automobiles that will be driven on College's property.
 - iii. Workers Compensation insurance according to statutory limits. Employer's Liability Insurance to be provided with limits of not less than \$1,000,000.
 - iv. Umbrella or Excess Liability insurance covering more than Automobile Liability, General Liability and Worker's Compensation Coverage B with limits not less than one contract amounts up to \$25,000,000 total limit, but \$1,000,000 minimum.

In addition to the insurance set forth above, Contractor may elect to carry what other types of insurance the Contractor determines is necessary or advisable for its obligations under this Contract. Contractor shall furnish to College a certificate of insurance and any endorsements evidencing compliance with the insurance obligations under this Agreement. Except for worker's compensation insurance, Contractor shall add College as an additional insured on all coverages required of Contractor under this Agreement.

Contractor shall provide thirty (30) days written notice to College prior to cancellation of any applicable insurance policies.

B. Waiver of Rights of Recovery and Waiver of Rights of Subrogation.

Contractor waives all rights of recovery against the College for loss or damage covered by any insurance maintained by Contractor and for any deductibles under Contractor's insurance.

If any of the policies of insurance required under this Agreement require an endorsement to provide for the waiver of subrogation set forth above, then Contractor will cause them to be so endorsed.

7. Indemnification: CONTRACTOR AGREES TO AND HEREBY DOES INDEMNIFY, HOLD HARMLESS, AND DEFEND COLLEGE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND RELATED ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY FOR LOSSES, DAMAGE, LIABILITIES, CLAIMS, OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS OF COURT) INCURRED WITH RESPECT TO ANY HARM OR INJURY TO ANY PERSON (INCLUDING CONTRACTOR'S EMPLOYEES) OR ANY DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, IS IN CONNECTION WITH, OR RESULTS FROM ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR OTHERS UNDER THIS AGREEMENT, INCLUDING CONTRACTOR'S NEGLIGENCE OR TORTUOUS MISCONDUCT OR PRESENCE ON COLLEGE'S PROPERTY, EXCEPT TO THE EXTENT THAT SUCH CLAIMS, LOSSES, OR LIABILITIES ARISE SOLELY FROM ANY ACT, OMISSION, OR NEGLIGENCE OF COLLEGE OR ANY OF ITS EMPLOYEES, SUBCONTRACTORS, OR THIRD PARTIES.

8. Force Majeure: Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather or energy related closings, governmental rules or regulations, or like causes beyond the reasonable control and without the fault or negligence of such party, or for real or personal property destroyed or damaged due to such causes.

9. Ancillary Commitments and Responsibilities:

- A. **Confidential and Proprietary Information:** College may provide Contractor and its employees/agents with access to proprietary and confidential business, financial and technical information (hereinafter "**Confidential Information**") as deemed reasonably necessary by College for Contractor to carry out its obligations under this Agreement. Contractor agrees, on behalf of its officers, agents, directors and employees, to hold in strictest confidence all such Confidential Information that is provided by College or that Contractor becomes aware of as a result of the Services provided under this Agreement. Contractor further agrees that any and all Confidential Information provided to Contractor by College under this Agreement, as well as any documents or data prepared by Contractor which reflect such Confidential Information, shall remain the sole property of College and cannot be used by Contractor for any activity outside of this Agreement, except with the express written consent of College. Contractor further agrees that it shall not disclose, transfer, self-publish or otherwise make to any other person or entity any such Confidential Information without the prior written consent of College, except as required by law. Any confidential information maintained by the College released by the Contractor in violation of this clause shall result in the Contractor being strictly liable insofar as it relates to any business, personnel, or student data.
- B. **Independent Contractor:** The relationship between the College and the Contract is that of contracting party and independent contractor. Nothing herein contained shall be construed to make the parties partners or joint venturers or to make the College liable for any obligations incurred by the Contractor in the conduct of its business or the performance of Services. No party dealing with the Contractor shall be entitled to look to the College for the recovery of any sum owed by the Contractor or any damages for which the Contractor may be liable. Neither party has the authority to bind the other party except as may be expressly set forth herein, each party will disclaim the authority to bind the other to contract or otherwise if necessary, neither party will act or represent that it is acting as an

agent or incur any obligation on the part of the other party.

- C. Employment Commitment: Contractor agrees that at no time during the Term of this Agreement, and for a period of two (2) years immediately following the termination or expiration of this Agreement, will Contractor solicit, hire, or employ any of the College's management or administrative personnel without the consent of the College. For purposes of this Section, "management or administrative personnel" shall include all administrative personnel of College.
- D. Non-Discrimination: Contractor agrees that it is an equal opportunity employer and it shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, sex, national origin, age, religion, disability, or any other protected factor.
- E. Responsibility for Damages: Contractor shall assume full responsibility for any damages to the College's Facilities, equipment, or other property caused by any error, omission, or negligent act of the Contractor or Contractor's employees or other persons for whom the Contractor is liable. The Contractor shall not be responsible for any damages caused by the College or an employee of the College.
- F. Public Records: The Public Information Act, Texas Government Code Section 552.021, ("PIA") requires the College to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor creates, receives, or maintains documents that are considered to be in its possession by virtue of this Agreement, such documents may be considered subject to the PIA. Any requests for such documents received by the Contractor shall be delivered to the College within twenty-four (24) hours of receiving the requests. If the requested information is confidential pursuant to state or federal law, Contractor shall submit to the College the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information representative for the College.

10. Miscellaneous Provisions:

- A. Severability: If any provision of this Agreement is held invalid for any reason, the other provisions of this Agreement will remain in effect, insofar as consistent with law.
- B. Interpretation; Governing Law; Venue: This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require ambiguities in this Agreement to be interpreted against the party that drafted it are not applicable and are hereby waived. This Agreement shall be subject to, and enforceable under, the laws of the State of Texas without regard to its choice of laws or conflicts of law provisions. Exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction located in Washington County, Texas or in the United States District Court for the Western District of Texas, Austin Division.
- C. Binding: This Agreement shall inure to and bind all parties, their successors, assigns, agents or

representatives.

D. Waivers:

- a. No Waiver in Failure to Exercise Right: No failure to exercise and no delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any further exercise of the same or any other right, power or privilege hereunder.
- b. No Oral Waiver: Except as otherwise provided herein, including any attachment, exhibit, addendum, or amendment, no oral waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party to be bound.

E. Immunity: NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS OR OPERATE TO WAIVE ANY IMMUNITIES TO WHICH COLLEGE IS ENTITLED UNDER LAW.

F. Alternative Dispute Resolution: The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Contractor and the College to attempt to resolve any claim for breach of contract made by the Contractor that cannot be resolved in the ordinary course of business. The Contractor shall submit written notice of a claim of breach of contract under this Chapter to the General Counsel of Blinn College, who shall examine the Contractor's claim and any counterclaim and negotiate with the Contractor in an effort to resolve the claim.

G. Conduct on Campus: When work is to be performed at a project site and school activities are being conducted, Contractor shall take special care, and shall require its subcontractors, employees, and all persons performing work at the site to take special care, to protect the safety and welfare of the students, teachers, employees, and visitors at the school, and to perform the work with as little disruption to the learning environment and school activities as possible.

When work is to be performed at a project site where school activities are being conducted, it is expressly understood and agreed that Contractor's and any subcontractor's employees and other persons performing work at the project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor's and any subcontractor's employees, and other persons performing work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.

The possession or use of tobacco products, e-cigarettes and/or vaping, alcoholic beverages, illegal drugs, and firearms or weapons on the College's property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.

Contractor, subcontractor, and all other persons performing work in connection with the project shall strictly observe (i) speed limits in the vicinity of the project site, including, without limitation, school speed limits, and (ii) any posted speed limits on the project site established by the College. Contractor, shall require strict compliance with this provision.

College shall have the right to require the immediate removal from the project site of any person

performing work who violates the provision of this section and to prohibit such person from being allowed to perform work at the project site in the future.

If Contractor fails to enforce compliance with the provisions of this section, or suffers or allows an employee, subcontractor or other person performing work at the project site to violate any of these provisions, shall be in breach of this Agreement.

- H. Survival: The indemnification provision set forth in Section 7 and each representation, covenant and warranty of the parties shall survive the termination or expiration of this Agreement.
- I. Authorization: Contractor and College represent and warrant that each has full corporate power to make, execute and deliver this Agreement; and neither the execution nor delivery of this Agreement nor the consummation of any transaction contemplated hereby has constituted or resulted in, or will constitute or result in, a default or violation of any term or provision of any document or instrument to which Contractor or College is a party or by which their respective assets are bound.
- J. Entire Agreement; Amendments: This Agreement including Exhibits A, B, C, D, E, and F contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by both parties. In the event that any terms or conditions in Exhibits B, C, D, E, or F contradict or conflict with any terms or conditions in Exhibit A, the terms and conditions in Exhibit A shall control. In the event that any terms or conditions in this Agreement conflict with any terms or conditions in Exhibits A, B, C, D, E, or F, the terms and conditions of this Agreement shall control.
- K. Headings: The headings of the sections or Sections herein are for convenience only and shall not restrict or affect the meaning or application of any provision.
- L. Notices: All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given by (a) delivered personally; (b) sent by reputable, courier prepaid; (c) sent via registered or certified mail, return receipt requested postage prepaid; or (d) delivered by electronic mail in a manner permitted under the Texas Electronics Communications Act, which the parties adopt, including facsimile and electronic mail, if such notices are properly addressed as follows:

Contractor:

Name: _____
Attn: _____
Address: _____
Electronic Mail: _____

College:

Blinn College District
Attn: Mark Feldhake
Address: 902 College Avenue
Brenham, Texas 77833
Electronic Mail: mark.feldhake@blinn.edu

- M. Assignments: This Agreement is a personal service contract for the services of Contractor and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be

assigned or delegated to a third party.

- N. No Third-Party Rights. This Agreement is made for the sole benefit of the College and the Contractor. Nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- O. Counterparts. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. A facsimile or other electronic signature to this Agreement shall be sufficient to prove the execution hereby by any Person.

The parties to this Agreement have executed this Agreement as of the Effective Date:

CONTRACTOR

By: _____
Name: _____
Title: _____

BLINN COLLEGE

By: _____
Name: Mary Hensley, Ed.D.
Title: Chancellor of the Blinn College
District / CEO

EXHIBIT A

To the Grounds Maintenance Services Agreement

This Exhibit A is attached to, a part of, and incorporated into the Grounds Maintenance Services Agreement (“Agreement”) for by and between **Blinn College District** (“College”) and _____ (“Contractor”) with an Effective Date of _____. The Contractor will satisfactorily perform the services (“Services”) as set forth in the Agreement and as set forth below:

SCOPE OF WORK

1. OVERVIEW

This request for proposal is for a three (3) year contract, with the option of two (2) renewals of one (1) year each, for Grounds Maintenance Services for Blinn-Bryan Campus, Blinn-RELLIS Campus and Post Office Campus facilities. The scope of work requires full landscaping and grounds maintenance services for the following Blinn College District campuses, subset building groups, and annex buildings at the general locations indicated. The scope of work requires the contractor to furnish all required and necessary resources to provide landscaping and grounds maintenance services for the College. The contractor shall provide all necessary management, supervision, labor, transportation, tools, supplies, equipment and any other resources and materials necessary and required to perform landscaping and grounds maintenance services.

Blinn-Bryan Campus
2423 Blinn Blvd., Bryan, Texas 77802
Blinn-RELLIS Campus
1366 Bryan Rd., Bryan, Texas 77807
Post Office Campus
301 Post Office Street, Bryan, Texas 77802

1. AREAS REQUIRING LANDSCAPING AND GROUNDS MAINTENANCE SERVICES

A. See attached maps, Exhibits D, E & F.

2. SCOPE

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for Campuses. Work to be performed comprises general grounds keeping, horticultural maintenance and cleanup of landscape areas as designated in each service area and the list of locations and, when necessary, repairs to vandalism and replacement of plant materials. Services to be rendered include but are not limited to the following:

- A. Maintenance of groundcover areas, mowing and edging
- B. Removal of litter and debris from planter beds, fence lines, street curbs, and lawns
- C. Pruning of trees and shrubs
- D. Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians
- E. Replacement of plant material

- F. Irrigation System Monitoring
- G. Other work as defined in the attached schedule

3. GENERAL CONDITIONS

The contractor shall:

- A. Not post signs or advertising material anywhere on Blinn College premises or improvements thereon without prior written approval from the Colleges authorized representative.
- B. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
- C. Replace plants or dead ground cover that die under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
- D. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the Facilities Director and provide a revised mowing schedule to the Facilities Director for approval prior to implementing the schedule change
- E. Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at Contractor's expense.
- F. Establish and announce at the beginning of the Contract a specific day or days of the week each facility will be maintained.

Blinn College shall monitor all work performed, and meet monthly with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

All material and design of landscaping services shall be in accordance with Blinn College guidelines.

4. DAMAGES

- A. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced, at the College's discretion, and at the Contractor's expense.
- B. All such repairs or replacements shall be completed within the following time limits:
- C. Irrigation damage shall be repaired or replaced within 1-2 watering cycles including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
- D. All damage to shrubs, trees, grass, or groundcover shall be repaired or replaced within five (5) working days.
- E. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - a. Trees - a qualified tree surgeon or arborist shall remedy minor damage such as bark lost from impact of mowing equipment. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the College.
 - b. Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the College.
 - c. Chemicals - All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support future plant life.

5. SAFETY PLAN

- A. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. The College shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to; filling holes in and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury.
- B. Contractor shall cooperate fully with the College in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the contractor is to notify the College immediately, and file a written report to the College within three (3) working days.

6. DELAYS

- A. The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and Contractor does not reschedule the service, or inform the College of intent to make up the service within 72 hours, that amount for the failure to perform may be deducted from Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the College contact on that day to advise them accordingly. A running list of days missed must be kept and shared with the College monthly.

7. MAINTENACE SCHEDULES

- A. Contractor shall adhere to attached maintenance schedule, **Exhibit B.**
- B. Contractor shall contact the College key personnel described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The Colleges list of key personnel and contact information is as follows:
 - Blinn College Brazos County Director of Facilities – David Vesling, 979-209-7239, david.vesling@blinn.edu.
 - Blinn College Brazos County Maintenance Supervisor – Jim Ragsdale, 979-209-7398, jragdale@blinn.edu
- C. The Contractor MUST notify the College's authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all "specialty type" maintenance operations. "Specialty Type" maintenance operations are defined as:
 - fertilization and aeration
 - reseeding
 - micro-nutrients/soil amendments
 - spraying of trees, shrubs
 - aesthetic tree pruning
 - planting bed removals and/or additions
 - other items as determined by the College

8. STAFFING/MANAGERIAL

- A. There will be no subcontractors working on the College grounds and facilities without the express prior written consent of the Colleges' Facilities Director.
- B. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the College's landscape, plantings. The Project Manager must provide pro-active recommendations to College Facilities Director for

ongoing maintenance of Blinn College properties throughout the term of the contract.

- C. The Contractor must provide a competent, English speaking point of contact for each crew, who can understand and speak English fluently, during all times while work is performed. The point of contact shall have the authority to represent or act on behalf of Contractor in any matter pertaining to the performance of this contract. Contractor shall furnish the names of all such point of contact to the College prior to the commencement of this contract and further advise of any changes.
- D. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of Contractor's staff.
- E. The College Facilities Director shall make monthly inspections with Contractor's Project Manager at each site to review work performed. Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. Contractor shall furnish an itemized statement of work performed on all invoices.

9. PLANTING, PLANTER BOXES and BED CARE

- A. The Contractor shall be required to provide the plant materials, soils, soil amendments, and other necessary materials for installing plant annuals and associated plant materials. **Maintenance and changing of seasonal colors are required.**
 - a. Change seasonal colors three (3) times per year. Design concepts and plant selections shall be approved by Blinn College Facilities Director
 - b. Provide a uniform blend of seasonal color in seasonal planting bed. Provide single selections but different selections for each container.
- B. Any exterior plant container planters shall be serviced throughout all service areas, to include watering of the plant container or planters.
- C. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged, or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the authorized College representative.
- D. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
- E. All trimmings and debris, etc. shall be removed by the contractor and disposed of offsite.
- F. Contractor will be required to plant bedding materials such as flowers and shrubs as needed, and in accordance with College's requests.
- G. The Contractor shall conduct a major cleanup of all planter bed areas and perform major trimming of all shrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The College authorized representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

10. GROUND COVER

- A. The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought, and to improve its aesthetic appearance (by concealing bare earth).
- B. The Contractor shall provide the following:
 - a. Replace dead or diseased plants.
 - b. Trim all ground cover as necessary to keep borders away from paving lawns, planted areas and buildings.
 - c. Trim top growth to achieve an overall even appearance at a specific height. Keep free of weeds and debris.
 - d. Maintain ground cover free of pests such as snails, slugs, etc.

- e. Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls.
- f. Maintain all ground cover areas clean and cleared of dead leaves each spring and as necessary if severe leaf drop occurs.

11. TREE, SHRUB and HEDGES CARE

A. The Contractor shall have the knowledge, expertise, and responsibility to trim, remove and plant trees and shrubs as approved by Blinn College. Contractor will provide the following:

B. Maintain trees

Clearance- Maintain trees at eight (8) foot clearance over sidewalks, pedestrian light poles, parking lots, and driveways. Eight foot clearance over lawns and manicured grounds.

- a. All cuts shall be sufficiently close, flush, if possible, to the parent stem. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.
- b. Limbs are to be lowered to the ground using a method which prevents damage to remaining limbs.
- c. Contractor will provide Hazard and Security pruning as needed.
- d. Remove all new growth on trees up to the appropriate height clearances.
- e. The Contractor shall remove trimmings and all cuttings and debris from the site.
- f. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or other severe damage shall be immediately reported to College's authorized representative.
- g. All trees shall be trimmed prior to budding each year in accordance with directions given by the authorized College representative for the facility.

C. Pruning

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the College building perimeters.

All shrubs/hedges shall be trimmed prior to budding each year in accordance with directions given by Facilities Director. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- a. Prune deciduous shrubs/hedges in March to develop a strong framework or as necessary.
- b. Prune evergreen shrubs/hedges in March to thin out heads and shape as necessary.
- c. Remove all dead and damaged branches back to point of branching. Paint all cuts over one-inch in diameter with approved sealant.
- d. Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- e. Prune flowering shrubs after blooming once per month.

D. Weeding – Every Visit

- a. Keep basins and areas between plants free of weeds.
- b. Use herbicides per manufacturer's recommendations.
- c. Cultivate as necessary for aeration.
- d. Weed ground cover areas, cracks, crevices and all mulch beds.
- e. Weed perimeter of Bldgs. and any fence lines and structures.

E. Plant Replacements

With the prior written approval of the College Facilities Director to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.

F. Mulching

Contractor shall remove the top layer 2 inches of old mulch and install two (2) inch depth of composite shredded bark mulch two (2) times per year in the months of March and November, at a minimum depth of two inches on all existing beds, and three (3) feet out at the base of trees with a mulch ring to retain water and other mulched areas. Mulch must be at least two inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch areas once a month.

12. LAWN CARE

Blinn College stresses the importance of lawn maintenance quality at all of the College campuses and properties. Not only does good lawn maintenance affect the quality and value of the property but it also reflects on the College as a quality higher education institution. The appearance and the professionalism of lawn maintenance affect employees, students, clients, and Blinn College partners by creating a **first impression**. The Contractor and the Blinn College Grounds Supervisor are responsible for weekly review and quality control of lawn maintenance.

A. Mowing

- a. Mowing operation shall be completely performed at each site according to Maintenance Schedule (see Exhibit B).
- b. Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall either be removed from the site by the contractor or mulched into lawn, unless it is detrimental to the lawn or unsightly, and not blown into the street, planter beds or storm drains.
- c. Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
- d. Contractor shall use the recommended cutting height of 2-3 inches for Saint Augustine Grass and 1-1 ½ inches for Bermuda Grass during normal seasonal weather. The cutting height will be adjusted during extreme dry weather as recommended by the contractor.
- e. Do not scalp the lawn or cut more than half the existing top-growth in one mowing.
- f. Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

B. Edging / Detailing / Weed Control

- a. All turf areas shall be kept neatly edged (With a ridged edger not a string trimmer.) and all weed/foreign grass invasions eliminated.
- b. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds, and grass invasion.
- c. All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds, and around the base of trees shall be edged to a neat and uniform line.
- d. The edge of lawns shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.
- e. All grass-like type weeds, morning glory, or vine-weed types, ragweed, or other underground spreading weed shall be kept under strict control.
- f. Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
- g. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
- h. Mechanical edging of turf shall be performed at each site at same frequency as mowing.

- i. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
- j. Walkways and planter beds shall be cleaned immediately following each mechanical edging, all excessive cuttings and debris shall be removed from the site by the contractor.

C. Fertilizing

- a. Fertilize lawn areas as per the following schedule, type, and application rate at Blinn-Bryan Campus, Blinn-RELLIS Campus, and Post Office Campus.
 - i. January (Before Spring Semester)
 - 1. 1 pound per acre 10% Chelated Iron
 - 2. 1.5 pounds per acre Prodiamine 65WDG, pre-emergence and Endrun post-emergent
 - 3. Herbicide per label instructions
 - 4. 400 pounds per acre Granulated Gypsum to address sodium issues on site.
 - ii. Spring Break
 - 1. Promate 18-5-9 with Talstar insecticide and 40% PCSCU slow-release fertilizer
 - iii. End of May Semester
 - 1. 5 gallons per acre Coron 28-0-0 (70% slow release, 19.6% slowly available nitrogen derived from methylene diurea and methylene urea).
 - 2. One (1) pound per acre 10% Chelated Iron
 - 3. Endurun Post Emergent per label directions
 - 4. 400 pounds per acre granulated gypsum to address sodium issue on site, as needed based on soil reports
- b. Weeds include: hand pull weeds during every visit such as, Johnson Grass, Nut Grass and Poison Ivy.
- c. Apply pre-emergent weed killer three (3) times per year in February, May and October, implement safety precautions during applications.
 - i. Andersons Fertilizer 18-3-12 /0.164% Dimension at 3.5-5.2lbs per 1000 sq ft
- d. With the prior approval of the Facilities Director, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.
- e. Spray weeds in paving cracks once (1) time per month.
- f. Spray walkway sidewalks, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials include: along fence line and adjacent walls.

D. Automatic Irrigation System Monitoring: The automatic irrigation system will be monitored monthly in all months except June, July, and August, which will be bi-monthly. Irrigation monitoring will include the following activities:

- a. Activate all zones in each section.
- b. Check each sprinkler head for proper operation and coverage. Adjust/Repair as needed.
- c. Contractor shall notify Blinn College of operational problems and contact Facilities Supervisor to coordinate repair prior to repair being completed. Work orders, whether initiated by Blinn College or contractor, must be reviewed and signed at completion by a Blinn College representative, preferably the Facilities Director. If a Blinn maintenance/facilities representative is not available, the work order must be accompanied by photo documentation of pre- and post-repair conditions.

- d. Repairs that have been approved are to be billed separately for time and materials cost. All invoices for irrigation repairs, billed on a time and materials basis, shall include a copy of the original work order, signed by a Blinn College representative, and/or photo documentation.
- e. Any damages caused by the contractor's operation will be repaired at no cost to Blinn College.

E. Raking / Sweeping / Blowing:

- a. Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters, and turf areas under trees and removed from site. Under no circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.
- b. Frequency
 - Ground cover/planter beds- at each visit
 - Turf, under trees- as needed
 - Sweeping/ blowing of concrete areas and walkways, as well as patios and decks, etc., once per visit.

F. Insect and Disease Control

- a. The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of College Facilities Director. Proper chemicals approved by the Facilities Director shall be applied as soon as possible to correct the infestation.
- b. Weed killers and other chemicals shall be applied during low foot traffic hours.

G. Herbicide

- a. Distribute approved herbicides agreed upon by Contractor and Facilities Director based upon environmental conditions and needs.

H. Lawn Areas

- a. Monitor weekly all turf areas for insect and disease infestation.
- b. Treat fire ant infestation routinely.
- c. Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the Facilities Director.

I. Equipment Utilization – Mowers

- a. Use power rotary mowers with bagger attachment or mulching blades for maintenance of smaller lawn areas.
- b. Use riding mowers with bagger attachment or mulching blades for maintenance of extensive lawn areas.
- c. Use rigid steel blade edger is to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
- d. Use only monofilament trimmers.
- e. Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
- f. Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to remove diseased limbs.
- g. Water container plants that do not have irrigation system.

J. Chemicals

- a. At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied to the Facilities Director. At the start of each season and any time during the season, Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the Facilities Director.
- b. The Texas Right to Know Law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
- c. The Contractor may use herbicides, insecticides, sterilant and animal traps in compliance with Federal, State and local laws and regulations.
- d. The Contractor assumes all liability either for damage or for injury or both resulting from accident or misuse of either these products, equipment or both.
- e. Blinn College retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that College deems to be undesirable for any reason.
- f. Pesticides used in this contract shall not carry any State or Federal restrictions.
- g. Any products that leave an undesirable residue or odor shall not be used.
- h. Any pesticides used shall be applied by a licensed applicator.

K. Chemical Application

- a. Chemical applications shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas will be open for public access during application.
- b. Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.
- c. Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch is encouraged but must be aesthetically compatible and not physically or chemically harmful.
- d. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.
- e. Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.
- f. After a complete kill, dead weeds shall be removed from the area.
- g. All turf areas will be treated just prior to the growing season in the spring and prior to the fall season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.
- h. Proposal must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency, and volume of use in accordance with the performance of the Scope of Services.
- i. Successful Contractor must supply SDS Sheets for all supplies used prior to application and may not use them in the performance of the contract without express written authorization of College's authorized representative.
- j. Contractor must utilize a long lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people – **Top Choice @ 88lbs per acre.**
- k. Only those individuals possessing a valid Texas Pest Control Applicator's license shall

apply chemicals.

- l. Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names, and weather conditions at the time of applications and shall be retained for a minimum of three years.
- m. SDS sheets with dangers explained must be sent to College two weeks prior to use if chemicals require special permits. Contractor must provide a list of alternative chemicals, if any, prior to the application.

13. COORDINATION

A. Reporting and Meetings

The Contractor shall be responsible for submitting reports on a monthly basis in an electronic PDF or EXCEL format regarding this project to the College Facilities Director. The Contractor shall be required to communicate monthly to the College Facilities Director regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following:

- a. Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
- b. Annual Fertilizer Schedule for each facility and by season.
- c. Schedule and timeline for tasks specified in Exhibit A - Facility Maintenance Frequency Schedule a month in advance to the Facilities Director so College personnel can be present as necessary.
- d. Monthly mowing schedule for each facility.
- e. Damage report submitted immediately upon incident to the Facilities Director and punch list identified and implemented.

End of Exhibit A - Scope of Work

Exhibit B

MAINTENANCE SCHEDULE – ALL SERVICE AREAS

(Note: estimates are based on 12-month service period)

DESCRIPTION	ESTIMATED NO. OF	SERVICE DATES
Mow, edge, remove trash and power blow (weed/grass); water plant containers and annual bed. Do Not Over Water	44	March-October: Weekly November-February: Every other week.
Prune Shrubs	6	Every other month
Prune Trees / Trim lower limbs	1	November
Insect Control	12	Monthly
Spray weeds in paving cracks	12	Once Per Month
Fluff mulch	12	Once per month
Cultivate beds	2	April and November
Switch out seasonal color (1st Week).	3	March, May, September
Mulching	2	April and November
Fertilize lawn	2	February and November
Fertilize Shrubs	2	February and August
Fertilize seasonal color	2	March and October
Lawn pre-emergent	3	February, May and October
Bryan Campus Detention Ponds: Mow, Weed/String Trim Channel, Remove trash/debris	12	Monthly
Shredding	As needed	The Facilities Director or designee shall schedule shredding as needed. Shredding shall be per the bid unit price and in addition to the base bid/base contract.

Note: Blinn College Facilities Director or designee shall approve plant selection for seasonal colors and all design concepts.

Exhibit C

RECOMMENDED ANNUAL PLANT BED LIST- SEASONAL PLANTS

ALL SERVICE AREAS

Botanical Name	Common Name	Size	Spacing	Month to Plant	Remarks
Calendula Officinalis	Pot Marigold	Note 2	8-10" o.c.	October	Full Sun, Bon Bon, Yellow -Orange
Brassica Oleracea	Ornamental Cabbage	Note 2	8-10" o.c.	October	Full Sun, Color-up, Red - White
Brassica Oleracea	Kale	Note 2	8-10" o.c.	October	Full sun, Nagoya Hyb, Red - White
Dianthus Chinensis	Dianthus	Note 2	8-10" o.c.	October	Full Sun, Telstar Hyb Mix
Dianthus Chinensis	Dianthus	Note 2	8-10" o.c.	October	Full Sun, Superparfait Mix
Viola Wittrockiana	Pansy	Note 2	8-10" o.c.	October	Full Sun to Part Shade, Majestic Giants Mix
Antirrhinum Majus	Snap Dragon	Note 2	8-10" o.c.	October	Full Sun, Solstice Mix
Tagetes Erecta	Marigold	Note 2	8-10" o.c.	March	Full Sun, Gold – Orange – Yellow, AntiquorInca II
Impatiens Walleriana	Impatiens	Note 2	8-10" o.c.	March	Part Shade to Full Shade, Shady Lady Mix
Catharanthus Roseus	Vinca Periwinkle	Note 2	8-10" o.c.	March	Full Sun, Pacifica, Burgundy – Blush - White
Verbena hybrida	Verbena	Note 2	8-10" o.c.	March	Full Sun, Obsession Eyed Mix
Salvia Splendens	Salvia	Note 2	8-10" o.c.	March	Part Shade to Full Sun, Hot Line, Blue - White
Portulaca Grandiflora	Moss Rose	Note 2	8-10" o.c.	March	Full Sun, Happy Hour Mix
Zinnia Elegans	Zinnia	Note 2	8-10" o.c.	March	Full Sun, Magellan Mix

Notes:

- 1) All plants are to be "nematode free" at time of installation.
- 2) Size of plants shall be Standard 1020 Flat with 36 plants per flat.

EXHIBIT D BLINN-BRYAN CAMPUS GROUNDS MAINTENANCE SERVICE MAP

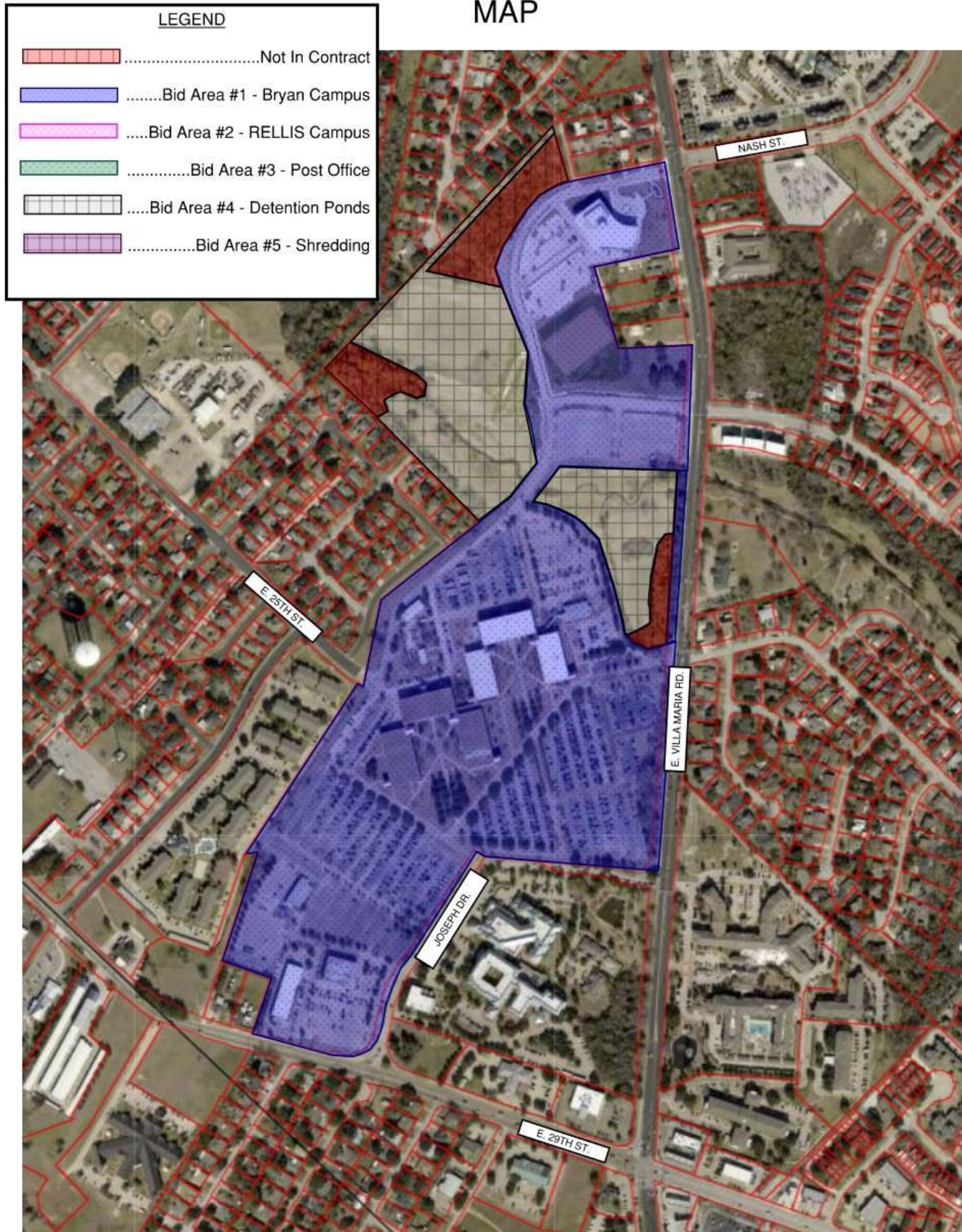



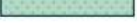




EXHIBIT E
BLINN-RELLIS CAMPUS GROUNDS MAINTENANCE SERVICE
MAP

LEGEND	
	.....Not In Contract
	.....Bid Area #1 - Bryan Campus
	.....Bid Area #2 - RELLIS Campus
	.....Bid Area #3 - Post Office
	.....Bid Area #4 - Detention Ponds
	.....Bid Area #5 - Shredding

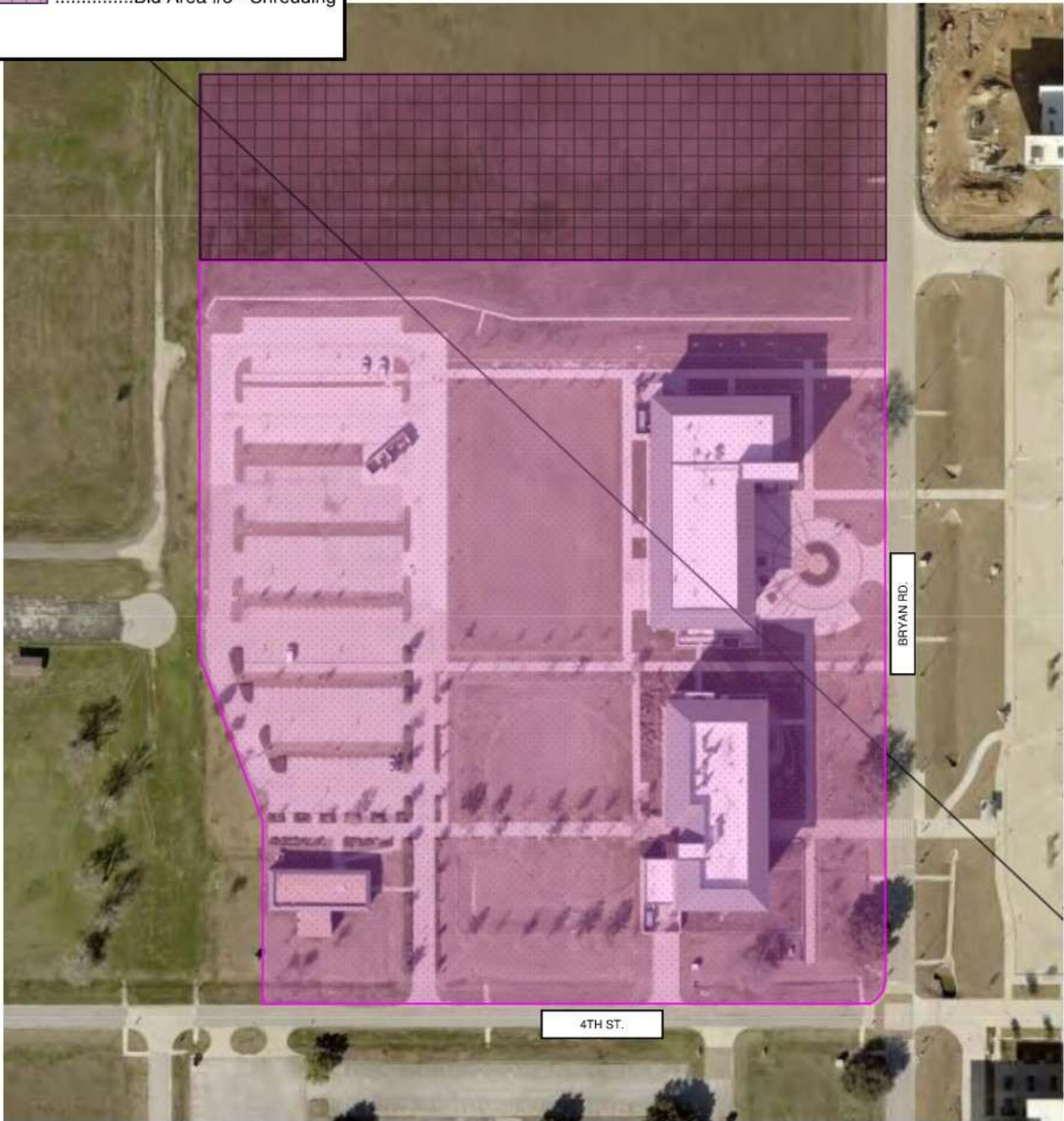




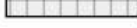



EXHIBIT F POST OFFICE CAMPUS GROUNDS MAINTENANCE SERVICE MAP

LEGEND	
	.....Not In Contract
	.....Bid Area #1 - Bryan Campus
	.....Bid Area #2 - RELLIS Campus
	.....Bid Area #3 - Post Office
	.....Bid Area #4 - Detention Ponds
	.....Bid Area #5 - Shredding

