



RFB 2025-006

City-Wide Mowing

Close Date: 12/10/2024 02:00 PM CST

**Premier Solution Provider for Grounds Maintenance Services.
Our Services will meet all requirements of the RFB Specifications.**

**EARTHWORKS LANDSCAPE AND MAINTENANCE, LLC
13511 Greenlow Drive,
Houston, Texas 77067**

**POC: Garret Ashton
Email: garret@earthworkstexas.com
Phone: +1(936)648-5593**

The terms and conditions contained in the RFB are acceptable to be included in the award document without modification, deletion or addition. We Agree with all terms, conditions, and provisions included in the RFB documents. We agree to furnish any or all items upon which prices are offered at the price set opposite each item

INTRODUCTION

Earthworks Landscape and Maintenance LLC is pleased to submit our proposal for City-Wide Mowing Services as outlined under **RFB No. 2025-006**. With a steadfast commitment to excellence, we provide comprehensive landscaping and grounds maintenance solutions that align with the standards and expectations set forth by the *City of Pflugerville*.

As a Small Business operating under NAICS Code 561730 – Landscaping Services, Earthworks Landscape and Maintenance LLC brings extensive expertise in mowing, edging, trimming, debris removal, and landscape maintenance. Our proven track record with federal and commercial clients highlights our ability to deliver safe, clean, and visually appealing environments while maintaining full compliance with safety, environmental, and operational requirements.

Our approach integrates industry best practices with a customized maintenance plan tailored to the City's diverse sites, including community parks, linear trails, public facilities, and pocket parks. Proposed services encompass grass mowing, edging, trimming, litter removal, and flower bed maintenance, all performed with precision to uphold the beauty and functionality of the city's public spaces.

Earthworks Landscape and Maintenance LLC is dedicated to delivering exceptional quality, reliability, and professionalism. Our experienced teams, supported by advanced tools and technologies like Jobber, ensure that all tasks are performed efficiently and to the highest standards.

We look forward to the opportunity to partner with the *City of Pflugerville* in maintaining its public spaces and providing top-tier grounds maintenance services that reflect the City's pride and vision.

PRICE SHEET

Price Sheet


RFB 2025-006 City-Wide Mowing
The City of Pflugerville

Base Total (not including Add Alternate): \$ \$559,567.48

Add Alternate Total: \$ \$412,800.00

The total price is to be calculated using the City Wide Mowing Price Calculation Form FY25.xlsx that has been uploaded in BidNet.

*A copy of the completed itemized form **must** be submitted with this price sheet.

Submitter's Authorized Signature: 

Date of Submittal: December 10, 2024

Facilities

Item #	Location	Acreage	X	Cost Per Acre	Equals	Cost Per Cycle	X	Apr-Oct Cycles	Nov.-Mar Cycles	# of Cycles	Equals	Item Total
PF1	Library	1.6		\$48.00	=	\$76.80		16	6	22	=	\$1,689.60
PF2	City Hall	0.1		\$67.00	=	\$60.00		16	6	22	=	\$1,320.00
PF3	Police Department	3.2		\$48.00	=	\$153.60		16	6	22	=	\$3,379.20
PF4	103 N. Railroad	0.1		\$48.00	=	\$60.00		16	6	22	=	\$1,320.00
PF5	Recreation Center	1.24		\$48.00	=	\$60.76		16	6	22	=	\$1,336.72
PF6	PAWS (Animal Shelter)	4		\$200.00	=	\$192.00		16	6	22	=	\$4,224.00
PF7	100 W. Main	0.1		\$48.00	=	\$60.00		16	6	22	=	\$1,320.00
PF8	Heritage House	2.1		\$48.00	=	\$100.80		16	6	22	=	\$2,217.60
	Total	12.44										\$16,807.12

Add Alternate

Item #	Location	Acreage	X	Cost Per Acre	Equals	Cost Per Cycle	X	Apr-Oct Cy	Nov.-Mar	# of Cycles	Equals	Item Total
AA1	Potential Unidentified Locations	200		\$48.00	=	\$9,600.00		31	12	43	=	\$412,800.00
	Total	200										\$412,800.00

*number of mowing cycles may vary as land is identified.

REFERENCE SHEET

REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2021-2

City-Wide Mowing Services

EARTHWORKS LANDSCAPE

Bidders Name: AND MAINTENANCE LLC Date December, 10, 2024

Provide the name, address, telephone and point of contact of at least three firms that have utilized similar service for at least 2 years. References may be checked prior to award. Any negative responses received may result in disqualification of bid.

1. Company's Name Aldi Rosenberg Division
Name of Contact Sidney Glass
Title of Contact District manager
E-Mail Address sidney.glass@aldi.us
Present Address 777 US Highway 90 Alternate West
City, State, Zip Code Rosenberg, TX 77471
Telephone Number +1 (832) 945-6545 Fax Number ()

2. Company's Name Precision Realty and Management, LLC
Name of Contact Lola Blosser
Title of Contact Manager
E-Mail Address lolab@precisionrealty.com
Present Address 118 Vintage Park Blvd #W756
City, State, Zip Code Houston, Texas 77070
Telephone Number +1 (713) 5919896 Fax Number ()

3. Company's Name SUPRA AMERICA MACHINED PARTS
Name of Contact Bertrand Solliet
Title of Contact Owner
E-Mail Address bertrand.solliet@supragroup.ch
Present Address 865 Conroe Park W Dr,
City, State, Zip Code Conroe, TX 77303
Telephone Number +1(936)524-6622 Fax Number ()

Failure to provide the required information with the solicitation response may automatically disqualify the response from consideration of award.

**CONTRACTOR'S INFOR-
MATION REPORT**

CONTRACTOR'S INFORMATION REPORT

Name of Bidder EARTHWORKS LANDSCAPE AND MAINTENANCE LLC

Address 13511 Greenlow Dr,

City, State ZIP Houston, TX 77067

Telephone +1(936)648-5593

Contact Name Garret Ashton

Title Owner

EQUIPMENT FACILITIES

1. Is your repair and yard facility at the above address?

YES NO

2. If not, state the address of your repair and yard facilities.

3. Complete the following list of presently owned or leased mowing equipment now in use.

YEAR	MAKE	MODEL	TYPE

****Please see the list of our owned equipment in the next following pages***

**MUNICIPAL AND STATE
MOWING EXPERIENCE**

Garret Ashton / Owner

Garret Ashton is a seasoned leader in the landscaping and grounds maintenance industry, with extensive experience managing large-scale commercial and federal contracts. As the owner of Earthworks Landscape and Maintenance LLC, Garret has successfully overseen numerous high-profile projects, ensuring they meet and exceed rigorous quality, safety, and environmental standards.

Professional Experience

Garret's expertise spans over a decade of managing diverse landscaping and maintenance contracts, including projects of significant scale and complexity. His leadership has been instrumental in ensuring client satisfaction and operational efficiency across multiple sectors. Key highlights of his experience include:

Federal Contracts:

Houston National Cemetery Grounds Maintenance: Led the comprehensive maintenance of this federal site, ensuring pristine conditions that reflect the dignity and solemnity of the location. This work encompassed meticulous mowing, edging, trimming, and pest control services, as well as compliance with federal landscaping standards.

Other federal projects include managing multi-year contracts for military and government facilities, where strict timelines and performance benchmarks were consistently achieved.

Commercial Contracts:

Managed dozens of commercial landscaping contracts for office complexes, industrial facilities, maintaining aesthetic excellence and functionality. These contracts required advanced planning, workforce coordination, and the implementation of environmentally sustainable practices.

Technical Proficiency:

Utilizes state-of-the-art software, such as Jobber, to track crew performance, schedule maintenance tasks, and ensure timely issue resolution. This technological integration has enhanced transparency and operational efficiency, contributing to the consistent success of projects under his leadership.

Client Relationships and Compliance:

Demonstrated expertise in fostering strong client relationships, understanding unique project requirements, and customizing solutions to meet specific needs.

Ensures full compliance with local, state, and federal regulations, including safety protocols and environmental standards, reinforcing Earthworks' reputation as a reliable and responsible contractor.

Leadership Philosophy

Garret's leadership is defined by a commitment to excellence, attention to detail, and a dedication to exceeding client expectations. He emphasizes professional development among team members, ensuring they are equipped to deliver high-quality results on every project. His ability to inspire confidence among clients and motivate his teams has been pivotal to Earthworks' continued growth and success.

Certifications and Expertise

Licensed Pesticide Applicator and Irrigation Specialist, ensuring technical proficiency in delivering specialized landscaping and irrigation services.

Extensive knowledge of federal procurement processes and compliance, making Earthworks a trusted partner for government agencies.

Garret Ashton's professional acumen, combined with his unwavering commitment to quality, positions him as a leading figure in the landscaping and grounds maintenance industry. His experience with federal contracts and commercial projects demonstrates his ability to handle complex, high-stakes assignments with precision and reliability.

William Reynolds / Field Supervisor

William Reynolds is an accomplished professional with extensive experience in landscaping operations and field management. As the Field Supervisor for Earthworks Landscape and Maintenance LLC, William plays a pivotal role in ensuring the seamless execution of daily grounds maintenance activities and upholding the company's commitment to quality and professionalism.

Professional Responsibilities

Leadership and Team Coordination:

Leads and supervises multiple mow crews, coordinating their daily assignments to ensure timely and efficient service delivery. William's hands-on leadership ensures that every project adheres to Earthworks' high standards of quality and precision.

Acts as the primary liaison between field teams and management, providing regular updates on progress, challenges, and outcomes.

Client Communication and Onsite Presence:

Serves as the main Point of Contact (POC) for all onsite inquiries, ensuring clear and prompt communication with clients. William's ability to address questions and resolve issues in real-time has earned him a reputation for reliability and responsiveness.

Conducts walkthroughs with clients during and after project completion to ensure satisfaction and to identify any additional needs.

Daily Operations:

Oversees the deployment and performance of Earthworks' advanced equipment, including mowers, trimmers, and irrigation systems, ensuring they are operated safely and effectively. Ensures that all work is completed in accordance with contract specifications, safety protocols, and environmental guidelines.

Quality Control:

Conducts routine inspections of work sites to guarantee consistency and excellence in service delivery.

Implements proactive measures to address potential issues, ensuring that all landscaping projects are delivered on time and exceed client expectations.

Industry Experience:

William brings over a decade of experience in landscaping and grounds maintenance, with expertise in managing diverse projects for commercial and municipal clients.

His comprehensive knowledge of landscaping techniques and best practices ensures that every project is executed to the highest standards.

Technical Proficiency:

Skilled in using advanced scheduling and performance tracking tools, such as Jobber, to optimize crew efficiency and maintain clear communication with management.

Extensive experience in operating and maintaining commercial-grade landscaping equipment.

Problem-Solving and Adaptability:

Known for his ability to adapt to changing circumstances and client needs, William consistently finds innovative solutions to ensure project success.

Client-Focused Leadership

William's leadership style emphasizes teamwork, accountability, and client satisfaction. He takes pride in fostering a professional and positive work environment for mow crews, which translates to exceptional service for clients. His role as the main onsite POC ensures that Earthworks' clients receive unparalleled attention and care, reinforcing the company's reputation for excellence.

William Reynolds' dedication, expertise, and client-focused approach make him an invaluable asset to Earthworks Landscape and Maintenance LLC. His leadership in the field ensures the company's projects are executed seamlessly, reflecting Earthworks' commitment to professionalism and quality.

MELVIN WHITE/ Office Manager

Melvin White is a highly organized and detail-oriented professional who plays a critical role in managing the administrative and operational aspects of Earthworks Landscape and Maintenance LLC. With extensive experience in contract administration and office management, Melvin ensures that all contractual obligations are met with precision and professionalism, supporting the seamless execution of the company's landscaping and grounds maintenance services.

Professional Responsibilities

Scheduling and Performance Tracking:

- Utilizes Jobber software to schedule and monitor all service activities, ensuring that crews are deployed efficiently and contractual timelines are met.
- Tracks the performance of all contracts, maintaining detailed records of completed tasks, pending work, and any rescheduling needs.

Client and Inquiry Management:

Serves as the primary point of contact for client inquiries, responding to emails and calls promptly and professionally. Ensures that all client concerns, questions, and service requests are addressed within designated response times, reinforcing Earthworks' commitment to exceptional customer service.

Contractual Oversight:

Reviews and manages all documentation related to active contracts, ensuring compliance with terms and conditions. Works closely with management and field supervisors to ensure that all contractual deliverables are fulfilled, including reporting requirements and service standards.

Operational Support:

Coordinates with the logistics team to reroute crews as necessary, ensuring flexibility and responsiveness to changing priorities or client needs. Oversees invoicing, ensuring timely and accurate billing aligned with contract terms.

Internal Communication and Reporting:

Acts as a liaison between office staff, field crews, and clients, ensuring smooth communication and operational alignment.

Prepares regular performance reports for senior management, providing insights into project progress, resource allocation, and any areas requiring attention.

Experience and Expertise

Industry Knowledge:

Melvin brings extensive experience in managing administrative operations for landscaping and grounds maintenance contracts, including both commercial and municipal clients. His ability to navigate complex contractual requirements ensures that Earthworks consistently exceeds client expectations.

Technical Skills:

Expert in utilizing Jobber for scheduling, tracking, and reporting, streamlining operations, and enhancing team productivity. Proficient in managing contract documents, compliance requirements, and client communication.

Problem-Solving and Adaptability:

Known for his proactive approach to resolving challenges, Melvin ensures that operations remain smooth even in dynamic situations. His quick thinking and organizational skills enable him to manage multiple contracts and priorities effectively.

Client-Focused Administration

Melvin's role as the administrative backbone of Earthworks ensures that every project is handled with professionalism and attention to detail. His responsiveness to client inquiries, thorough management of contractual obligations, and ability to track and report on performance make him an indispensable part of the team.

With a steadfast commitment to operational excellence and client satisfaction, Melvin White ensures that Earthworks Landscape and Maintenance LLC operates seamlessly, delivering high-quality services that meet and exceed expectations.

WORK PLAN

WORK PLAN

Describe in detail how you would perform the mowing work detailed in these specifications. Include in your description the function of all equipment to be used.

****Please find Earthwroks' work plan
in the next following pages***

Work Plan for City-Wide Mowing Services

1. Team Deployment

Dedicated Mow Crews:

Crew Assignments:

- Each crew will consist of highly trained team members equipped with commercial-grade equipment, ensuring the capacity to handle multiple sites daily.
- Crews will rotate between designated areas, ensuring that all locations are maintained according to the contract schedule.

Daily Operations:

- Crews will begin their assignments promptly at 7:30 AM, adhering to the City's approved working hours.
- Each crew will cover multiple locations daily, with tasks allocated based on acreage, complexity, and site-specific needs.

2. Adherence to Timelines and Performance Standards

Scheduling and Coordination:

Service frequencies will align with the contract's defined cycles for each location.

Performance Tracking:

- Jobber will track task completion, ensuring full visibility into crew progress and adherence to timelines.
- Performance benchmarks will include start times, task durations, and site-specific completion reports.

Compliance with Scope:

- Crews will ensure that all grass is maintained at the required height of 3"-4".

- Sidewalks, curbs, and other hardscapes will be edged, and areas inaccessible by mowers will be trimmed using string trimmers.
- Litter removal will be conducted prior to mowing, and all debris will be cleared upon task completion.

3. Site-Specific Technicalities

Litter Removal:

- All visible litter and debris will be removed from each site before mowing, ensuring a clean and professional appearance.

Sensitive Areas:

- For locations like Lake Pflugerville Dam, vegetation will be maintained using mechanical means to avoid environmental disruption.
- Herbicide applications will only be performed with prior written approval.

Mulching and Specialty Tasks:

- Hardwood mulch at designated sites (e.g., Library) will be replenished to a depth of 3 inches twice yearly (January and July).
- Areas requiring enhanced care, such as flower beds, will be maintained with precision to preserve aesthetics.

4. Communication and Client Interaction

Onsite Presence:

- William Reynolds, our Field Supervisor, will lead all mow crews and act as the primary Point of Contact (POC) for onsite inquiries, inspections, and quality checks.

Client Coordination:

Immediate feedback from the Contract Administrator will be addressed within 24 hours. Completion of services at each location will be documented via a Job Completion Form, co-signed by the client.

5. Quality Assurance

Inspection and Reporting:

- The Field Supervisor will inspect each site post-service to ensure compliance with the specified scope and standards.
- Weekly progress reports will be shared with the Contract Administrator, including performance metrics, issues resolved, and upcoming plans.

Backup Resources:

- Additional equipment and personnel will be on standby to ensure seamless continuity of services during peak periods or unforeseen circumstances.

6. Safety and Professionalism

Crews:

- All team members will wear safety gear, including reflective vests, eye protection, and appropriate footwear.
- Vehicles and equipment will be outfitted with flashers and strobes to ensure safety on-site and during transport.

Public Interaction:

Crews will maintain a courteous and professional demeanor, minimizing disruptions to public use of the spaces.

7. Environmental Responsibility

- All clippings and debris will be removed and disposed of offsite in an environmentally responsible manner.
- Herbicide use will strictly adhere to regulatory standards, ensuring no harm to the environment or public safety.

Conclusion

Earthworks Landscape and Maintenance LLC's deployment of three dedicated mow crews ensures optimal performance, adherence to schedules, and delivery of high-quality results. Our work plan reflects a meticulous approach to maintaining the City of Pflugerville's public spaces, demonstrating our commitment to professionalism, efficiency, and client satisfaction.

CONFLICT OF INTEREST QUESTIONNAIRE

Conflict of Interest Statement

Earthworks Landscape and Maintenance LLC certifies that it has not previously entered into any contracts with the City of Pflugerville. Furthermore, Earthworks Landscape and Maintenance LLC confirms that neither the company, its owners, officers, employees, nor any affiliates have any personal, professional, or financial relationships with any officers, employees, or representatives of the City of Pflugerville that could create a conflict of interest concerning RFB No. 2025-006 for City-Wide Mowing Services.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

DISCLOSURE OF RELATIONS WITH CITY COUNCIL

**DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF PFLUGERVILLE**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: EARTHWORKS LANDSCAPE AND MAINTENANCE LLC

Is the above entity: (Check one)

- A corporation A partnership A sole proprietorship or an individual
 Other (specify): _____

Check all applicable boxes.

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Pflugerville?

- NO -- there is no such relationship between Entity/Business/Person and the City of Pflugerville.
 YES, a person who is a/an owner, principal, or manager of this entity/business/person

is: (Check all applicable boxes below)

- related to by blood or marriage* and/or a member of the same household as
and / or financially dependent upon** and/or financially supporting**
 City Council member, officer or employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

** As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manager of #1 to Council member, officer or employee of City of Pflugerville, or that Council member, officer or employee of City of Pflugerville provides to owner, principal or manager of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

- NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).
 YES, a person is (Check all applicable boxes)

- (a) City Council member, officer or employee ,
(b) **and is** an owner, a principal, or a manager of the entity/business/person listed in #1,
or an employee or an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: Garret Ashton Phone #: +1(936)648-5593 Date: Dec, 10, 2024

Print Name: Garret Ashton Print Title: Owner

The selected contractor or vendor is required to complete this form

**HISTORICALLY UNDERUTI-
LIZED BUSINESS**

CITY OF PLUGERVILLE
Purchasing Services
Historically Underutilized Business

The City of Pflugerville is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Historically Underutilized Business (HUB) means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service-Disabled Veterans, and Native Americans

Certification: Bidder declares a minority and/or women owned business status:

_____ YES NO

If yes, check one of the blocks (indicate male or female):

Black M/F _____; **Hispanic M/F** _____; **Woman** _____; **Asian M/F** _____;

Native American M/F _____; **Service Disabled Veteran of 20% or more M/F** _____.

HUB certified _____ YES NO

Visit <https://texashub.gob2g.com/> to become a certified HUB

COMPANY NAME: EARTHWORKS LANDSCAPE AND MAINTENANCE LLC

ADDRESS: 13511 Greenlow Dr,

CITY/STATE: Houston, TX 77067

EMAIL/PHONE: garret@earthworkstexas.com / +1(936)648-5593

PRODUCT/SERVICE: Landscaping Services

AUTHORIZED SIGNATURE: 

**CERTIFICATION REGARDING DE-
BAREMENT, SUSPENSION, INELIGIBIL-
ITY AND VOULANTARY EXCLUSION**

INSTRUCTIONS FOR CERTIFICATION REGARDING
**Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion**

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

Project Name: **RFB 2025-006 City-Wide Mowing**

Location: **United States, Texas, Travis County**

RFB/RFP #: **RFB 2025-006**

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company **EARTHWORKS LANDSCAPE AND MAINTENANCE LLC**

Name and Title of Authorized Representative **Garret Ashton / Owner**

Signature 

Date **Dec, 10, 2024**

NON-COLLUSION AFFIDAVIT

Non-collusion Affidavit Statement

Due to time constraints, the attached Non-Collusion Affidavit has been signed but not notarized. A notarized copy will be provided immediately upon request or within 24 hours. We apologize for any inconvenience and appreciate your understanding.

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §

COUNTY OF Harris §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: *Garret Ashton*

Printed Name: **Garret Ashton**

Title: **Owner**

Company: **EARTHWORKS LANDSCAPE AND MAINTENANCE LLC**

Date:

THE STATE OF Texas

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared _____ (the person who signed above), known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____

A.D., 20____.

(Seal)

Notary Public Signature

RESIDENT CERTIFICATION

RESIDENT CERTIFICATION

**Texas Government Code - Chapter 2252 “Contracts With Governmental Entity”
Subchapter A. Nonresident Proposers**

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

Section 2252.001 includes the following definitions:

- (1) “Government contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) “Governmental entity” meansa municipality, county, public school district, or special-purpose district or authority;
- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

As used on this form, the term “bidder” includes a person or business entity responding to a request for bids or competitive sealed proposal or request for qualifications.

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: **EARTHWORKS LANDSCAPE AND MAINTENANCE LLC**

Yes, I am a Texas Resident Bidder No, I am not a Resident Bidder

PRINTED NAME: **Garret Ashton**

SIGNATURE: *Garret Ashton*

E-MAIL ADDRESS: **garret@earthworkstexas.com**

**TEXAS PUBLIC
INFORMATION ACT**

Texas Public Information Act
Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Pflugerville are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

The City will comply with the Texas Public Information Act in providing any notice of any request.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: 15, 16, 17, 18, 19, 20, 21, 23,

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: EARTHWORKS LANDSCAPE AND MAINTENANCE LLC

Signature:  Date: Dec, 10, 2024

Print Name: Garret Ashton Print Title: Owner

DRUG FREE WORKPLACE

DRUG-FREE WORK PLACE ACT CERTIFICATION

1. The contractor certifies that it will provide a drug-free work place by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor's work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the work place;
 - (2) the contractor's policy of maintaining a drug-free work place;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
 - (e) Notifying the City of Pflugerville within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The contractor's headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: **EARTHWORKS LANDSCAPE AND MAINTENANCE LLC**

Street Address: **13511 Greenlow Dr,**

City: **Houston**

County: **Harris County**

State: **TX**

Zip Code: **77067**

SIGNED BY:  Date Signed: **Dec, 10, 2024**

Print Or Type Name And Title: **Garret Ashton / Owner**

**INTERLOCAL COOPERATIVE
CONTRACTING**



Interlocal Cooperative Contracting

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Pflugerville's solicitation, with the consent and agreement of the successful vendor(s) and the City of Pflugerville. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the vendor's response.

However, all parties indicate their understanding and all parties hereby expressly agree that the City of Pflugerville is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Pflugerville is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Vendor

Name: EARTHWORKS LANDSCAPE AND MAINTENANCE LLC

Agree Yes

Disagree _____

Date: Dec, 10, 2024

ADDENDUM Q&A NO: 1



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

Date: 11/27/2024
Commodity: RFB 2025-006 City-Wide Mowing

Due Date: 2:00 P.M., December 10, 2024

Addendum Q&A No: 1

The above-mentioned bid invitation has been changed in the following manner. Submitting this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or email Purchasing.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 1

Please review the following pages for answers to questions submitted.

Firm: **EARTHWORKS LANDSCAPE AND MAINTENANCE LLC**

Address **13511 Greenlow Dr, Houston, TX 77067**

Signature of Person
Authorized to Sign Bid: *Garret Ashton*

Signor's Name and Title
(print or type): **Garret Ashton / Owner**

Date: **Dec, 10, 2024** Telephone: **+1(936)648-5593** Fax: _____

ADDENDUM Q&A NO: 2



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

Date: 12/06/2024
Commodity: **RFB 20255-006 City-Wide Mowing**

Due Date: 2:00 P.M., December 10, 2024

Addendum Q&A No: 2

The above-mentioned bid invitation has been changed in the following manner. Submitting this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or email Purchasing.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 2

Please review the following pages for answers to questions submitted.

Firm: **EARTHWORKS LANDSCAPE AND MAINTENANCE LLC**

Address **13511 Greenlow Dr, Houston, TX 77067**

Signature of Person
Authorized to Sign Bid: 

Signor's Name and Title
(print or type): **Garret Ashton / Owner**

Date: **Dec, 10, 2024** Telephone: **+1(936)648-5593** Fax:

**ADDITIONAL PAST
PERFORMANCES**

1st Past Performance - Grounds Maintenance Services - Houston National Cemetery -- S208



Contract Number: 36C78623D50307

Awarding Entity: *Department of Veterans Affairs*

Prime Contract Total Value: \$3,205,937.52

Performance Period: 06/01/2023 - 05/31/2027

Place of Performance: *Houston National Cemetery;
10410 Veterans Memorial Dr Houston , TX*

Scope of Work: *As the subcontractor EARTHWORKS LANDSCAPE AND MAINTENANCE, LLC provided comprehensive grounds maintenance services at Houston National Cemetery, including mowing, trimming, edging, weed control, and fertilization. They ensured the cemetery's appearance remained dignified and professional by removing debris and cleaning grass clippings from headstones, sidewalks, and roads. Their work upheld the high standards required by the National Cemetery Administration, reflecting the nation's respect for its veterans.*



2nd Past Performance - D8 CONSOLIDATED LAWN CARE

Contract Number: 70Z08424CDL950001

Awarding Entity: *Department of Homeland Security (DHS)*

Prime Contract Total Value: \$856,440.00

Performance Period: 04/01/2024 - 03/31/2029

Place of Performance: *NEW ORLEANS, LA 70114-1402*

UNITED STATES

Scope of Work: *As the subcontractor EARTHWORKS LANDSCAPE AND MAINTENANCE, LLC provided comprehensive weekly and bi-weekly lawn care services for six Coast Guard units. Our responsibilities included mowing, edging, trimming, debris removal, weed control, and tree maintenance. We ensured high standards of grounds upkeep, adhering to contract specifications while maintaining clean, safe, and aesthetically pleasing landscapes.*