

**BID REQUEST
FOR
SPECIFIC CITY-WIDE PUBLIC PROPERTY GRASS
CUTTING AND MAINTENANCE SERVICE**



Bid Opening Date: 12/16/21

Bid Opening Time: 10:00 A.M.

**City of Covington
Department of Public Works
(Issued: November 17, 2021)**

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**BID REQUEST
FOR
SPECIFIC CITY-WIDE PUBLIC PROPERTY GRASS
CUTTING AND MAINTENANCE SERVICE**

1 General Information

The City of Covington is in need of a service provider for Specific City-Wide Public Property Grass Cutting and Maintenance Service. The City desires to establish an annual contract for the Grass Cutting and Maintenance Service. The purpose and intention of this Bid Request is to afford all suppliers an equal opportunity to bid on all services needed listed in this bid and for the City to obtain competitive bids as allowed by Louisiana Revised Statutes from bona fide, qualified Bidders who are interested in providing such supplies, as specifically described in the addendums attached hereto. The City of Covington will accept only one bid from each vendor. Items must meet or exceed specifications.

2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The term “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – Any person having a contract with a governmental body.
- F. City – Any department, council, board, office, committee or other establishment of the executive branch of the City of Covington authorized to participate in any contract resulting from this solicitation.
- G. Discussions- For the purposes of this Bid Request, a formal, structured means of conducting written or oral communications/presentations with responsible Bidders who submit bids in response to this Bid Request.

3 Schedule of Events

1. Bid Request and posted to website	11/17/21
2. Advertisements placed in official journal	11/17/21, 11/25/21
3. Deadline to receive written inquiries	11/30/21
4. Deadline to answer written inquiries	12/6/21
5. Bid Opening Date (deadline for submitting bids)	12/16/21
6. Notice of Intent to Award to be mailed	TBD
7. Contract Initiation	TBD

NOTE: The City of Covington reserves the right to revise this schedule. Any such Revision will be formalized by the issuance of an addendum to the Bid Request.

4 Bid Submittal

This complete and detailed Bid Request is available for public inspection and downloading in electronic form at the city's website at www.covla.com. It is also available in PDF format or in printed form by submitting a written request to the Purchasing Agent of the City of Covington at ssharp@covla.com, by calling for a copy at (985) 898-4733 option 2 or by requesting a copy in person at Covington City Hall, 317 N Jefferson Avenue, Covington, LA 70433.

It is the Bidder's responsibility to check the city's website frequently for any possible addenda that may be issued. The City of Covington is not responsible for a Bidder's failure to download any addenda documents required to complete a Bid Request.

All bids must be **SEALED** and shall be received by Purchasing Agent of the City of Covington **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following Information and format:

Bid Name: Bid Request for Specific City-Wide Public Property Grass Cutting and Maintenance Service

Bid Opening Date: 12/16/21

Bids may be mailed through the U.S. Postal Service or hand-delivered to:

Stacey Sharp - Purchasing Agent
City of Covington
317 N. Jefferson Avenue
Covington, LA 70433

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The City of Covington is not responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid. **NO FAXED OR EMAILED BIDS WILL BE ACCEPTED OR CONSIDERED.** Bids shall be opened publicly at the physical location identified above.

5 Bid Response Format

Bids submitted for consideration should be signed by an authorized representative, be written in ink or typewritten and should follow the format and order of presentation described below. Pencil and/or photocopied signatures disqualify the bid.

A. **Cover Letter:** The cover letter should contain a summary of Bidder's ability to provide the materials or supplies described in the Bid Request and confirm that Bidder is willing to provide those materials or supplies and enter into a contract with the City.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of this bid. Evidence of signature authority shall be provided upon the City's request.

1. The signer of the bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendams as reflected in the most current partnership records on file with the Secretary of State.

A copy of the annual report or partnership record must be submitted to the City of Covington before contract award.

2. The signer of the bid is a representative of the Bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc.

If this applies a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.

The cover letter should also

- Identify the submitting Bidder and provide their federal tax Identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Bidder to contractually obligate the Bidder;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Financial Bid:** Bidder's fees and other costs shall be submitted on the forms provided as attachments hereto. Prices proposed shall be firm for the duration of the contract. This financial bid shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City.

5.1 Number of Response Copies

Each Bidder shall submit one (1) signed original response. Two (2) additional copies of the bid should be provided.

5.2 Legibility/Clarity

Responses to the requirements of this Bid Request in the formats requested are desirable with all questions answered. Bids prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the Bid Request is also desired. Each Bidder is solely responsible for the accuracy and completeness of its bid.

6 Confidential Information, Trade Secrets, and Proprietary Information

The cost bid will not be considered confidential under any circumstance. Any bid copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.

The City reserves the right to make any bid, including proprietary information contained therein, available to City personnel, the Office of the Mayor, or other City agencies or organizations for the sole purpose of assisting the City in its evaluation of the bid.

7 Bidder Inquiry Periods

The City shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our City customers. The City reasonably expects and requires responsible and interested Bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events of this Bid Request. Only those inquiries received by the established deadline shall be considered by the City. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation must be submitted by e-mail or fax to:

City of Covington
Attention: Stacey Sharp
Purchasing Agent
E-Mail: ssharp@covla.com
Fax: (985)898-2651

An addendum will be issued and posted at the City of Covington website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all bid documents,

including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Bidder as a result of any oral discussions with any City employee or City consultant. It is the Bidder's responsibility to check the City website frequently for any possible addenda that may be issued. The City of Covington is not responsible for a Bidder's failure to download any addenda documents required to complete a Request for Bid.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest. Such protest shall be made in writing to the Director of Administration at least two days prior to the deadline for submitting bids.

8 Errors and Omissions in Bid

The City will not be liable for any error in the bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: The City reserves the right to make corrections or clarifications due to patent errors identified in bids by the City or the Bidder. The City, at its option, has the right to request clarification or additional information from the Bidder.

9 Bid Guarantee

Bid guarantees shall be subject to forfeiture for failure on the part of the selected Bidder to execute a contract within seven (7) days after such contract is submitted to Bidder in conformance with the terms, conditions, and specifications of this solicitation.

10 Changes, Addenda, Withdrawals

The City reserves the right to change the Schedule of Events or issue Addenda to the Bid Request at any time. The City also reserves the right to cancel or reissue the Bid Request.

If the Bidder needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Bidder, cross-referenced clearly to the relevant bid section, prior to the Bid opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the Bid.

11 Withdrawal of Bid

A Bidder may withdraw a bid that has been submitted at any time up to the bid closing date and time. To accomplish this, a written request signed by the authorized representative of the Bidder must be submitted to the City of Covington.

After the bid opening, bids may be withdrawn by the bidder only if done by affidavit within 48 hours, but only for "patently obvious, unintentional, and substantial mechanical, clerical or mathematical errors." Any bidder who does not fulfill their bid, will be responsible for paying the difference between his bid and the next lowest bidder.

12 Material in the Bid Request

Bids shall be based only on the material contained in this Bid Request. The Bid Request includes official responses to questions, addenda, and other material, which may be provided by the City pursuant to the Bid Request.

13 Waiver of Administrative Informalities

The City reserves the right, at its sole discretion, to waive administrative informalities contained in any bid.

14 Bid Rejection

Issuance of this Bid Request in no way constitutes a commitment by the City to award a contract. The City reserves the right to accept or reject any or all bids submitted or to cancel this Bid Request if it is in the best interest of the City to do so.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a bid or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

15 Ownership of Bid

All materials (paper content only) submitted in response to this request become the property of the City. Selection or rejection of a response does not affect this right. All bids submitted will be retained by the City and not returned to Bidders. Any copyrighted materials in the response are not transferred to the City.

16 Cost of Offer Preparation

The City is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to the Bid Request are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the City of Covington.

17 Bid Validity

All bids shall be considered valid for acceptance until such time an award is made, unless the Bidder provides for a different time period within its bid response. However, the City reserves the right to reject a bid if the Bidder's acceptance period is unacceptable and the Bidder is unwilling to extend the validity of its bid.

18 Prime Contractor Responsibilities

The selected Bidder shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. The City shall consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract

19 Acceptance of Bid Content

The mandatory Bid Request requirements shall become contractual obligations if a contract ensues. Failure of the successful Bidder to accept these obligations shall result in the rejection of the bid.

20 Evaluation and Selection

THE CONTRACT SHALL BE AWARDED TO THE LOWEST RESPONSIBLE AGGREGATE BIDDER, TAKING INTO CONSIDERATION THE CONFORMITY WITH THE SPECIFICATIONS AND DELIVERY AVAILABILITY AND CHARGES.

BIDS SHALL SET FORTH THE COST PER UNIT ON THE PROVIDED FORMS.

City of Covington will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid disqualification.

INDIVIDUAL ORDERS WILL BE PLACED UNDER THE CONTRACT. NO MINIMUM VALUE IS GUARANTEED.

All prices shall be quoted in the unit of measure specified, and unless otherwise specified, shall be exclusive of State and Parish taxes. As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. All bids shall be based on FOB delivery to the Public Works Department in the City of Covington.

21 Contract Negotiations

If for any reason the Bidder whose bid is most responsive to the City's needs, price and other evaluation factors set forth in the Bid Request considered, does not agree to a contract, that bid shall be rejected and the City may negotiate with the next most responsive Bidder. Negotiation may include revision of non-mandatory terms, conditions, and requirements. City must approve the final contract form and issue a purchase order, if applicable, to complete the process.

22 Contract Award and Execution

The City reserves the right to enter into a contract without further discussion of the bid submitted based on the initial offers received. The Bid Request, including any addenda, and the bid of the selected Contractor will become part of any contract initiated by the City.

If the contract negotiation period exceeds thirty (30) days or if the selected Bidder fails to sign the contract within seven calendar days of delivery of it, the City may elect to cancel the award and award the contract to the next-highest-ranked Bidder.

Award shall be made to the Bidder with the lowest aggregate price, whose bid, conforming to the Bid Request, will be the most advantageous to the City of Covington, price and other factors considered. The City intends to award to a single Bidder.

23 Notice of Intent to Award

Upon review and approval for award, the City will issue a "Notice of Intent to Award" letter to the apparent successful Bidder. A contract shall be completed and signed by all parties. Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with RS: 39:1671, to the Director of Administration, within fourteen days of the award/intent to award.

24 Payment

The City shall pay the Contractor in accordance with the Pricing Schedule set for in an attachment hereto. The Contractor may invoice the City monthly at the billing address designated by the City. Payments will be made by the City within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the City. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

25 Termination

25.1 Termination of the Contract for Cause

The City may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the City shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

City of Covington reserves the right to cancel all or any part of the contract if orders are not shipped in the delivery time specified. The City of Covington reserves the right to cancel any contract at any time and for any reason by issuing a thirty (30) day written notice to the contractor and/or vendor.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City to comply with the terms and conditions of the contract, provided that the Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to cure the defect.

25.2 Termination of the Contract for Convenience

The City may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress.

25.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the council. If the council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Mayor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to

prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

26 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the City. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City.

27 No Guarantee of Quantities

The City does not obligate itself to contract for or accept more than the actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

28 Audit of Records

The City shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable City and Federal law. Records shall be made available during normal working hours for this purpose.

29 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

30 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

31 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this Bid Request and/or obtained or prepared by Contractor in connection with the contract herein shall become the property of the City and shall, upon request, be returned by Contractor to the City, at Contractor's expense, at termination or expiration of the contract.

32 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the Bid Request and/or the Contractor's Bid, the inconsistency shall be resolved by giving precedence first to the final contract, then to the Bid Request and subsequent addenda (if any) and finally, the Contractor's Bid.

33 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this Bid Request shall be made without the prior approval of City. Changes to the contract include any change in: compensation; beginning/ ending date of the contract; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

34 Governing Law

All activities associated with this Bid Request process shall be interpreted under Louisiana Law. All bids and contracts submitted are subject to provisions of the laws of the City of Covington including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this Bid Request.

35 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

36 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "AntiKickback" Act which provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

37 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

38 Period of Agreement

The term of any contract resulting from this solicitation shall begin on the date of execution of the contract by all parties and will continue for a period of one (1) year with the option to renew for two (2) years.

39 Price Schedule

Prices proposed by the Bidders should be submitted on the price schedule furnished herein on **Attachment "A", pg. 14**. Prices submitted shall be firm for the term of the contract. Items from this bid contract will be purchased on an "as needed" basis. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

40 Location

All Grass Cutting and Maintenance Services locations are provided on the following map and listed in **Attachment “A”**.

41 Financial Bid

Prices proposed by the Bidders should be submitted on the price schedule furnished in an Attachment hereto. Prices proposed shall be firm. The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

42 Insurance Requirements

Contractor shall at all times during the period of this Agreement carry and maintain insurance coverage with the minimum limits as follows:

- A. Workers compensation as required by State Law.
- B. Commercial General Liability \$2,000,000.00 Annual Aggregate, \$2,000,000.00 Products and Completed Operations - Aggregate, \$1,000,000.00 Personal and Advertising Injury, \$1,000,000.00 per occurrence
- C. Commercial Automobile Liability - Combined Single Limit of \$1,000,000.00 for bodily injury and property damage
- D. Commercial Umbrella/Excess Liability - \$5,000,000.00 limit of liability excess of all other required liability limits.

43 Scope of Work

The purpose of this project is to maintain 10 city owned properties. Key components of this project include:

- 1. Mowing of all grass/turf.
- 2. Weed eating.
- 3. Removal of all trash, tree limbs (under 2” in diameter, if over 2” in diameter contact Public Works), leaves and debris from sidewalks and ditches in the right of way.
- 4. Removal of debris around all trees.
- 5. No herbicide
- 6. All areas of green space and triangles approaching traffic lights on Claiborne Hill must have litter removed and be blown free of trash or grass clippings. All sidewalks and walk path areas that are cut or weeded must be blown free of trash and clippings. Trash shall be picked and discarded by contractor.
- 7. Public Works must be contacted while cutters are on site for inspection.

Definitions:

Debris – Limbs, leaves, trash, etc. Anything that does not belong

Right of Way – In reference to the map provided, All roadways from the edge of roadway 4ft beyond the sidewalk. Only exception Riverforest Subdivision – from edge of roadway to telephone poles.

ATTACHMENT “A”

Services that shall be provided to each of the following locations, two (2) cuts in the months of March -November and no cuts for the months December - February for a total of eighteen (18) cuts per year. Cuts shall take place on or around the 1st and 15th days of the month.

Locations	Price
South Tyler Street From West 8 th Avenue to West 21 st Avenue	
North Tyler Street from West 21 st Avenue to Collins Boulevard	
North Columbia Street from North Jefferson Avenue to Collins Boulevard	
West 21 st Avenue from Tyler Street to Jefferson Avenue	
River Forest Subdivision - All City Rights-of-Way	
West 15 TH Avenue from South Johnson Avenue to Patricia Drive	
Menetre Drive from West 11 th Avenue to West 21 st Avenue	
Claiborne Pass Triangle (See number 5)	
Main Street Shopping Center Triangle	
Privette Business Park	
TOTAL:	

All BIDS must be **SEALED** and shall be received by the Purchasing Agent of the City of Covington **no later 10:00AM on December 16, 2021**. The following information *must* be clearly written on the outside of the package with your Company Name.

Attn: Stacey Sharp
 City of Covington 317 N Jefferson Ave
 Covington, Louisiana 70433
 Bid Name: Specific City-Wide Public Property
 Grass Cutting and Maintenance
 Bid Date: 12/16/21

Bidder Information		
Name:		
Address:		
City:	State:	Zip:
Phone:		

NOTE: Roads in Red is the work area, other areas to be cut Triangle at Claiborne Pass (at the end of Walgreens parking lot), Triangle on Columbia Street (between Post Office and Main Street Shopping Center). Both entrances to River Forest Subdivision (Lurline and Willow Drive). These areas are marked in red on the map also but require more than 15ft cutting width.