



Bid Number	2016-3
Bid Title	City of Pflugerville Right of Way Mowing Services
Bid Start Date	March 2, 2016
Bid End Date	March 17, 2016 @ 2:00PM
Bid Contact	Michael Lanahan (512) 990-6400 michaell@pflugervilletx.gov
Contract Duration	12 month contract.
Contract Renewal	<p>Optional 2 annual renewals, upon agreement with the City of Pflugerville. Any price increase associated with annual renewal must be justified by information related to the CPI index or other vendor cost increases. Annual renewals are predicated on sufficient budgetary allocation by City Council for the renewal of the awarded contract. Any provision of this to this request for bids to the contrary notwithstanding, City Council shall be under no obligation to make such budgetary allocation.</p> <p>Contract to begin upon acceptance from the City Council. The City of Pflugerville will issue a purchase order stating the start date.</p>
Standard Disclaimer	<p>The right is reserved to accept or reject all or part of the bid. It further reserves the right to waive technicalities and formalities as well as to accept in whole or in part such proposal(s) where it deems advisable in protection of the best interests of the City. And to accept the offer considered most advantageous to the City by total bid. The City of Pflugerville will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value to the City.</p>

Bid Information

1. Best value criteria as selected.
2. Maps of mowing locations are included with bid documents.
3. See bid sheet for acreage of the mowing locations.
4. Completed W9.
5. Certificate of Insurance must be included with bid documents (see attached requirements).
6. Terms and Conditions.
7. Reference Sheet.

All documents herein and attached are required to be completed and returned with the response.

All bid documents and specifications may ONLY be downloaded @ <http://www.texasbidsystem.com>. It is the bidder's responsibility to check the site for the issuance of any addendums.

Tax ID No: 20-0942096

Legal Business Name: International Building Services

Address: 9705 Burnet Road, #203

City State & Zip: Austin, Texas 78758

Contact: Hye K. Kim

Telephone No: 512-833-8466

Business Entity Type: Corporation

Email Address: yosan80@hotmail.com

Authorized Signature Hye Kyung kim

Print Name Hye K. Kim

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in section 15.01 et seq., Texas Business and Commerce Code, or Federal antitrust laws, nor communicated directly or indirectly, the bid made to any competitor or any other person engaged in such line of business.

Bids are due to: City of Pflugerville, Attn: Sabrina Schmidt,
100 East Main, Suite 100, Pflugerville, TX 78660, or mailed to City of Pflugerville,
Attn: Sabrina Schmidt, P.O. Box 589, Pflugerville, TX 78691.

Bid deadline is 2:00 p.m. on Thursday March 17, 2016.

Sealed envelope must have bid number, opening date and time in lower left hand corner.

Bidder's name must appear on the outside of the envelope.

Right of Way Mowing

MAINTENANCE SPECIFICATIONS

The City of Pflugerville is accepting competitive sealed bids for mowing the City of Pflugerville Right of Way, as specified in the bid document. The bid will be awarded to the **LOWEST RESPONSIBLE BIDDER** meeting specifications. The quantities are approximate, estimated annual quantities only. It is anticipated that the mowing season will begin in March and end by November 30.

NON-MANDATORY PRE-BID CONFERENCE

The City of Pflugerville will hold a pre-bid conference at **15500 Sun Light Near Way**, Pflugerville, TX 78660 at 9:00 a.m. on Thursday March 10, 2016. Attendance at the pre-bid meeting is not mandatory.

SITE VISIT

It is the responsibility of each vendor to visit the sites prior to submitting a bid to assess all factors involved in the process of proper execution of this contract.

I. GENERAL INFORMATION

A. Intent

It is the intent of these specifications to describe the requirements for mowing. Contractor will supply all necessary materials, equipment, labor and supervision. The City intends to award this contract to one contractor. This bid will not be split.

B. Qualifications of Contractors Bidding

Contractors submitting bids certify to the City that they possess all necessary equipment, personnel and work experience to fulfill the terms of the contract at the time of bid submission.

The City attaches great importance to the ability of the contractor to complete the work as specified. This concern does not demonstrate a lack of trust in the contractor, but rather an acknowledgment of the City's obligation to its citizens. In order that this obligation is fulfilled, the requirements listed in items 1-3 in this section must be met.

Contractors who bid must complete the Contractors Information Report. This report will demonstrate the following:

1. Satisfactory evidence that the contractor has operated to the extent as outlined in these specifications, and that the contractor has successfully

conducted such an operation for a period of not less than three years within the last five years.

2. Satisfactory evidence that the contractor owns, or has made arrangements to acquire, all necessary equipment obligated within the scope of the contractor's existing operations.
3. Satisfactory evidence that the contractor has adequate, experienced personnel, proper facilities, and an adequate work plan to complete the work as specified.

Bidders must supply a list of all equipment to be used in the execution of this contract including, but not limited to: tractors, mowers, riding mowers, trimming/edging equipment, transport vehicles and trailers. If bidder plans to lease or purchase any or all equipment, it shall provide evidence satisfactory to the City which includes:

1. Name, address, and telephone number of company where equipment is to be leased/purchased, including itemization of equipment.
2. Statement from that company that bidder qualifies for leasing/purchase of equipment specified. An on-site inspection may be required as part of the bid process.

Increases/Decreases of Acreage and/or Cycles

Dependent upon funding and/or growth conditions, the City may elect to increase/decrease the acreage/number of cycles. Any increases/decreases will be calculated at the cost per bid.

BID EVALUATION

The cost for evaluation purposes will be the grand total shown on the Invitation for Bid form.

II. SPECIFICATIONS

General Specifications

1. All work shall be performed Monday-Friday between 7:30am and sunset only. Work will not be allowed on Saturday or Sunday without prior permission from contract administrator.
2. All employees and equipment shall have the proper safety equipment devices, which include, but are not limited to: hearing and eye protection, safety vests, and flashers/strobe lights on vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with any applicable state or federal laws.
3. During term of agreement, contractor must provide to contract administrator a working telephone number. The telephone must be answered during normal working hours.
4. Contractor shall invoice for each completed and approved maintenance cycle on a monthly basis. Invoices will be paid on a net 30 basis by the City of Pflugerville. Contractor is not to invoice the City until the cycle is complete and the City has been informed that the cycle is complete. Invoicing before a cycle is complete can result in termination of the contract.
5. Contractor will be responsible for any damage done to plant materials or other property during its maintenance operations.
6. Contractor may not sell, sublet or otherwise assign any part of its responsibilities to others without written consent of City of Pflugerville.
7. Contractor and employees will be courteous to the public at all times while at the work site. Conflicts or potential conflicts shall be reported to the contract administrator within 24 hours.
8. Contractor will work as an independent contractor and not as an agent, representative, partner or employee of the City of Pflugerville, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.
9. The contractor's employees shall report to work in clean uniforms, including shirt and pants. The contractor company name shall be displayed on the employee's shirt. Employees shall wear a shirt at all times.
10. Unless the contract administrator has determined otherwise, the work shall be completed in consecutive work days. Weather/growth conditions may cause the cancellation or alteration of a mowing cycle, as determined solely by the contract administrator.

11. The contract administrator has the sole decision over whether the weather/soil/turf conditions are appropriate for maintenance. Failure of the contractor to abide with the contract administrator's decision can result in termination of contract.
12. It will be incumbent upon the contractor to contact the contract administrator, via email, by noon on Monday with the week's anticipated work schedule. Contract administrator will be contacted via email that a cycle is completed and is ready for inspection and approval. Failure to contact the contract administrator on a regular basis to inform him of the work schedule, completion of a cycle, delays, concerns, etc. may result in termination of contract.
13. Questions or concerns should be directed to the contract administrator. The contract administrator is Michael Lanahan, phone number 512-990-6400, email is Michael@pflugervilletx.gov.

Maintenance Specifications

1. **Locations** – It is the responsibility of the bidder to visit all sites.
2. **Inspection** – Upon completion of each cycle the contractor will notify the contract administrator who will inspect the completed areas. If any deficiencies are cited, the contractor must correct them within 48 hours. Failure to do so may result in termination of contract.
3. **Mowing Height** – 2" - 3"
4. **Mowing Frequency (Cycle)** – Every 14 days
5. **Edging** – All curbs/sidewalks shall be edged with every mowing cycle.
6. **Trimming** – Areas that cannot be reached with mowers such as around signs, poles, trees, planted bed edges, lake shore, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material. Trimming shall be completed concurrently with mowing on every cycle.
7. **Litter** – The contractor shall be responsible for picking-up and removing any and all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks, curbs and streets. Large items such as tires, furniture, piles of debris in excess of one (1) cubic yard and appliances will be reported by the contractor to the contract administrator and will be removed by contract administrator.

8. **Mowed Areas** – All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface, such as streets, curbs and gutters, sidewalks, or any adjoining property. Grass clippings shall be removed from sidewalks, trails, curbs and streets but shall not be collected and bagged.
9. **Company Identification** – Contractor's employees shall wear an appropriate uniform showing the Contractor's company name. Company name shall be visible to the public at all times while working on City property.

CONTRACTOR'S INFORMATION REPORT

Name of Bidder International Building Services

Address 9705 Burnet Road, #203

City, State ZIP Austin, Texas 78758

Telephone 512-833-8466

Contact Name Hye K. Kim

Title President

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.

12408 Harris Branch Parkway, Austin, TX 78653

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

YEAR	MAKE	MODEL	TYPE
2010	SCAG	70"	Drivable Out Front Mower
2008	SCAG	52"	Drivable Out Front Mower
2008	SCAG	52"	Automatic Out Front Mower
2008	Snapper NXT	36"	Out Front Push Mower
2010	Tanaka	THB 260PH	Blower
2010	Echo	SRM 225	Trimmer
2009	Echo	PE 230	Edger
2011	Echo	CS 310	Chain Saw
			Trailer
2010	Toyota	Tundra (2500)	Pick-up Truck

MUNICIPAL AND STATE MOWING EXPERIENCE

1. State all current municipal and/or state mowing contracts your company is mowing at the present time or completed between January 1, 2010 and December 31, 2015. If none, enter none.

Contract Entity	Date of Service From To	\$ Value of Contract	Date Completed
City of Round Rock	5/1/2008	\$128,000 / year	8/31/2015
Travis County (TNR Parks)	9/1/2011 ~ Present	\$20,000 / year	
Travis County (Bluff Springs..)	3/1/2015 ~ Present	\$28,000 / year	

2. State all current non-municipal/and or non-state mowing contracts your company is mowing at the present time. If none, enter none.

Contracting Entity	Date of Service From To	\$ Value of Contract	Date Completed
NONE			

MANAGEMENT

List the names and a brief description of the mowing experience of the management personnel of your company who will be directly involved with the management and supervision of this contract.

Name: Ciriaco Chavez

Experience He has 7 years of experience with City of Round Rock ROW and Ditch Mowing

Name: Chull H. Kim

Experience He has 7 years experience with City, Travis County and City of R/R Mowing Contract

Name: _____

Experience _____

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.

We have a good experience for this project. This job is very similar as City of Round Rock

Travis county park mowing project.

We have two team. Each team consist of 6 crews with supervisor.

We also have enough equipment for this project (please review equipment list).

Supplemental Quantities for Right of Way Mowing

Item #	Item Description	Acreage	X	Cost per Acre	=	Cost per Cycle	X	# of Cycles	=	Item Total
1	Pflugerville Parkway	18.6		\$39.50		\$734.70		19		\$13,959.30
2	685	8.65		\$39.50		\$341.675		19		\$6,491.825
3	Dessau	10.5		\$39.50		\$414.75		19		\$7,880.25
4	Wells Branch	7.7		\$39.50		\$304.15		19		\$5,778.85
5	Grand Ave/AW Grimes	5.1		\$39.50		\$201.45		19		\$3,827.55
6	Pecan	10.85		\$39.50		\$428.575		19		\$8,142.925
7	Heatherwilde	8.2		\$39.50		\$323.90		19		\$6,154.10
8	Picadilly	1.2		\$39.50		\$47.40		19		\$900.60
9	Pfennig (East)	.27		\$39.50		\$10.665		19		\$202.635
10	10 th Street	0.8		\$39.50		\$31.60		19		\$600.40
11	Old Pflugerville Austin	0.4		\$39.50		\$15.80		19		\$300.20
12	Yellow Sage (both)/ Green Meadow	0.5		\$39.50		\$19.75		19		\$375.25
13	Pfennig (West)	2.02		\$39.50		\$79.79		19		\$1,516.01
14	Black Locust	1.2		\$39.50		\$47.40		19		\$900.60
15	Colorado Sands	1.7		\$39.50		\$67.15		19		\$1,275.85
16	New Meister	1		\$39.50		\$39.50		19		\$750.50
Grand Total										\$59,056.845

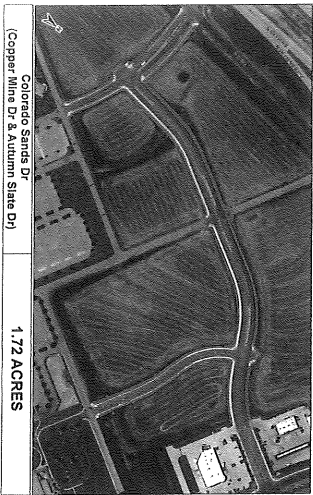
Company Name International Building Services





A. W. Gimes Blvd.

1.5 ACRES

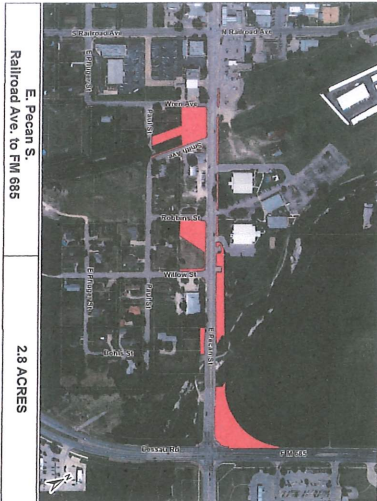


Colorado Sands Dr
(Copper Mine Dr & Autumn State Dr)

1.72 ACRES

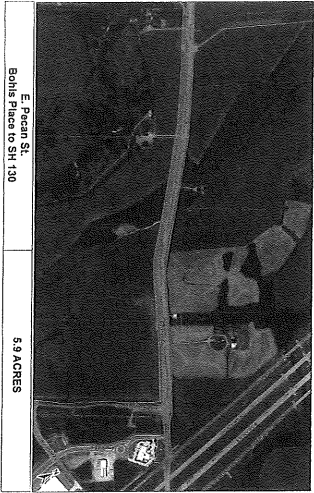


E. Black Locust Dr	
	1.18 ACRES



E. Pecan St.
Railroad Ave. to FM 685

2.8 ACRES



E. Pean St.
Bohls Place to SH 190

5.9 ACRES



E. Plennig Ln.

0.27 ACRES



FM 535
(E Pecan to Fleming Ln)

2.82 ACRES



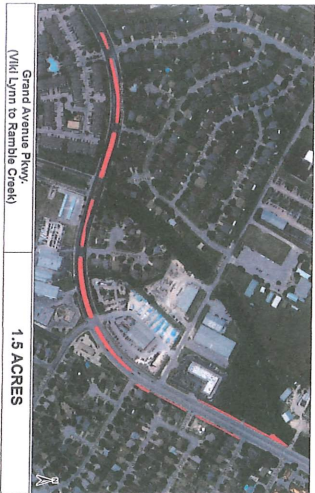
FM 655
(Plemitg Ln to SH 130)

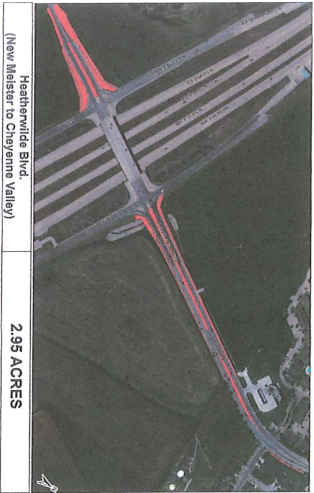
2.56 ACRES

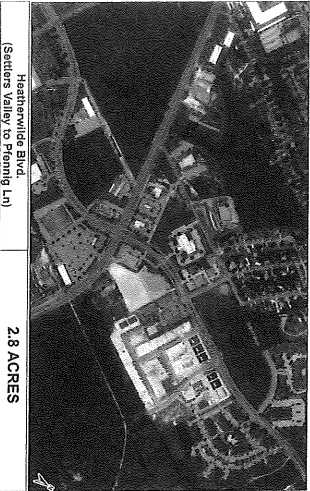


Grand Avenue Pkwy.
(Black Locust to Pflugerville Pkwy)

2.1 ACRES







Heatherville Blvd.
(Setters Valley to Planning Ln)

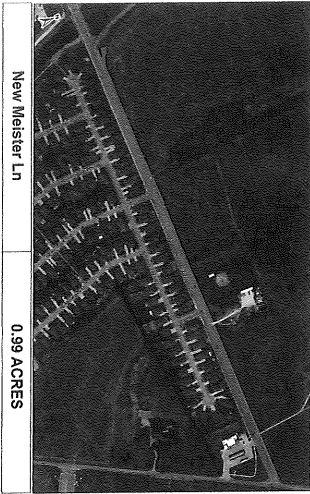
2.8 ACRES



S Heatherwilde Blvd.
(Mells Branch to Settlers Valley)

2.75 ACRES





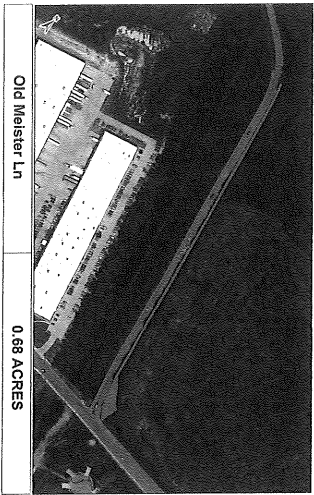
New Meister Ln

0.99 ACRES



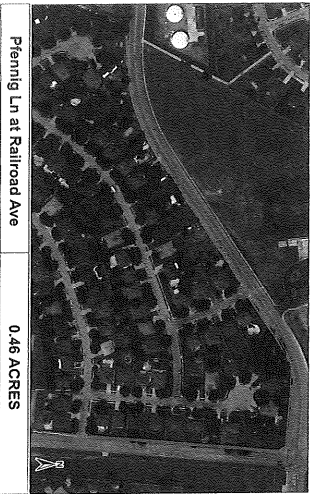
Old Austin Plugerville Rd

0.37 ACRES



Old Meister Ln

0.68 ACRES



Pfenig Ln at Railroad Ave

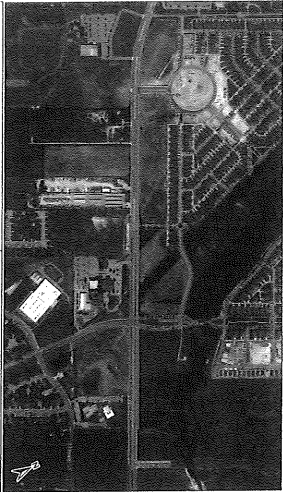
0.46 ACRES

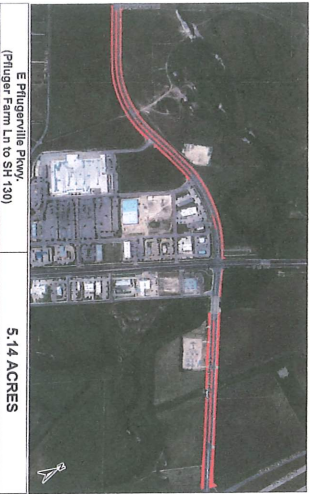


W Pittsford Pkwy,
(Grand Avenue Pkwy to White Ridge Ln)

3.28 ACRES

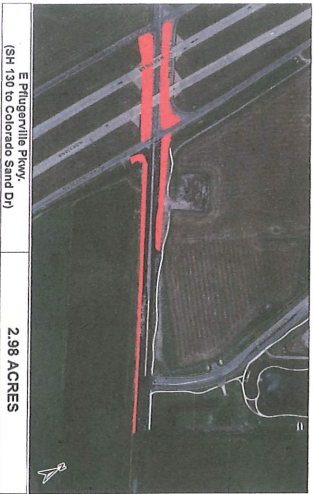
E Pflugerville Pkwy, (Wilko Ridge Ln to Pflugers Farm Ln)	4.0 ACRES
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E Pflugerville Pkwy,
(Pflugger Farm Ln to SH 130)

5.14 ACRES





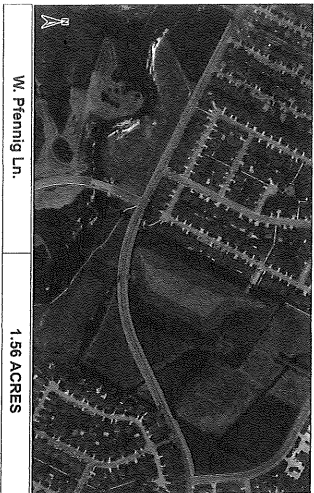
Pleasilly Dr.

1.20 ACRES



Swanson Farms Blvd

1.6 ACRES



W. Pfennig Ln.

1.56 ACRES

W Pflugerville Pkwy. (Greenlawn to Grand Avenue Pkwy)	3.15 ACRES
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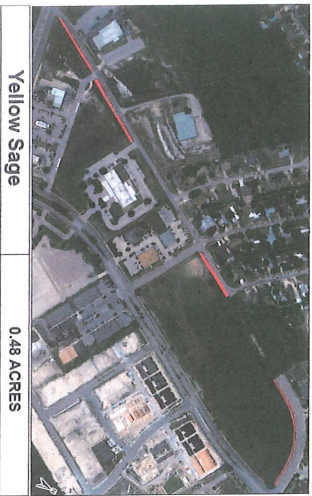
Wells Branch Prop.
(Deepest Rd to Immediate Rd)

3.1 ACRES



Wells Branch Pkwy. (to Dessau Rd)

4.6 ACRES



Yellow Sage

0.48 ACRES

Add 1



Add 1



City of Pflugerville
Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30- days notice of cancellation or material change in coverage
Products/ Completed Operations	Or 2,000,000 combined single coverage limit	
Independent Contractors Personal Injury Contractual Liability		City to be provided a waiver of subrogation City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Pflugerville (512)990-6100 A contract will not be issued without evidence of Insurance. We will only accept the ACORD 25 or ISO certificate of insurance forms.

TERMS AND CONDITIONS
(Version 2/1/12)

By fulfilling a Purchase Order for goods or services, the contracting party identified below agrees that the below terms and conditions (as applicable to the purchase order) shall govern all agreements with the City unless otherwise agreed to by a specifically executed separate provision if permissible by law. Absent a specifically executed separate provision the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to contractor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

2. Multiyear Contracts. If the City does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

3. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined by any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below.

- a. Bid price
- b. Reputation of the bidder and of bidder's goods and services
- c. The quality of the bidder's goods or services
- d. The extent to which the goods or services meet the City's needs
- e. Bidder's past relationship with the City - All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

4. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

5. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

6. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

7. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

8. Cancellation. The City reserves the right to cancel the contract without penalty by providing 30-days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

9. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance annually and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

10. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. **Additionally, such offer shall indicate that the contractor has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements.** When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

11. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

12. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

13. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance

or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

14. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

15. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

16. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code), and federal excise tax (Subtitle D of the Internal Revenue Code) for certain purchases. Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

17. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

18. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

19. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2016-3

City of Pflugerville Right of Way Mowing Services

Bidders Name: International Building Services Date 3-17-2016

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 City of Round Rock
Name of Contact Keith Kaderka
Title of Contact Transportation Supervisor
E-Mail Address kkaderka@roundrocktexas.gov
Present Address 200 E. Main Street
City, State, Zip Code Round Rock, Texas 78681
Telephone Number (512) 341-3187 Fax Number ()

2. Company's Name Travis County (TNR Parks)
Name of Contact Loren Breland
Title of Contact Purchaser
E-Mail Address Loren.Breland@traviscountytexas.gov
Present Address 314 W. 11th Street
City, State, Zip Code Austin, Texas 78701
Telephone Number (512) 854-4854 Fax Number ()

3. Company's Name Travis County (Bluff Springs and more)
Name of Contact Glen Gillman
Title of Contact Ground Maintenance Supervisor
E-Mail Address Glen.Gillman@traviscountytexas.gov
Present Address 314 W. 11th Street
City, State, Zip Code Austin, Texas 78701
Telephone Number (512) 9927193 Fax Number ()

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____
- ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

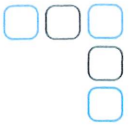
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-G (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Best value criteria

- ☒ 1. The Purchase Price
- ☐ 2. The reputation of the bidder and the bidder's goods or services
- ☐ 3. The quality of bidder's goods or services
- ☐ 4. The extent to which the goods or services meet the municipality's needs
- ☐ 5. The bidder's past relationship with the municipality
- ☐ 6. The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities
- ☐ 7. The total long-term cost to the municipality to acquire the bidder's goods or services
- ☒ 8. Any relevant criteria specifically listed in the bids or proposals
- ☒ 9. Compliance with Chapter 38 of the City of Pflugerville ordinance

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name Yosan Inc.	
Business name, if different from above International Building Services	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) P.O. Box 200506	Requester's name and address (optional) City of Pflugerville
City, state, and ZIP code Austin, Texas 78720-0506	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			+						
or									
Employer identification number									
2	0	+	0	9	4	2	0	9	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ▶ *Hye Kyung Kim*

Date ▶ 03-17-2016

Purpose of Form

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

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

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

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ipple Insurance 7101 Easy Wind Dr. Ste 3107 Austin TX 78752	CONTACT NAME: Andy Song PHONE (A/C, No, Ext): (512) 284-9729 FAX (A/C, No): (866) 480-2393 E-MAIL ADDRESS: agent.austin@ippleinsurance.com														
INSURED Yosan Inc DBA International Bldg Services Po Box 200506 Austin TX 78720	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : United States Liability Insurance Company</td> <td>25895</td> </tr> <tr> <td>INSURER B : Mercury County Mutual Insurance Company</td> <td>26522</td> </tr> <tr> <td>INSURER C : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D : Mount Vernon Fire Insurance Company</td> <td>26522</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Liability Insurance Company	25895	INSURER B : Mercury County Mutual Insurance Company	26522	INSURER C : Texas Mutual Insurance Company	22945	INSURER D : Mount Vernon Fire Insurance Company	26522	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CL 1574918C	06/07/2015	06/07/2016	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 100,000
							MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ INCLUDED
							\$
B	AUTOMOBILE LIABILITY			BA420000001097	06/07/2015	06/07/2016	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				\$
							BODILY INJURY (Per accident)
						\$	
							PROPERTY DAMAGE (Per accident)
							\$
D	UMBRELLA LIAB			XL2554931A	07/23/2015	07/23/2016	EACH OCCURRENCE
	<input checked="" type="checkbox"/> EXCESS LIAB						\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED		RETENTION \$				\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001258518	09/25/2015	09/25/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Texas Workforce Commission Attn: John Childless 101 East 15th Street., Room 109 Austin, Texas 78778-0001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <AS>
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