



Bid Number	2017-8
Bid Title	Parks Contracted Mowing Services
Bid Start Date	November 9, 2016
Bid End Date	November 28, 2016@ 3:00pm
Bid Contact	Daniel Wilson (512) 990-6400 Danielw@pflugervilletx.gov
Contract Duration	12 month contract.
Contract Renewal	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.  Contract to begin upon acceptance from the City Council. The City of Pflugerville will issue a purchase order stating the start date.
Standard Disclaimer	The right is reserved to accept or reject all or part of the bid, 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.

## Bid Information

1. Specifications.
2. See bid sheet for acreage and park locations.
3. Completed W9.
4. Certificate of Insurance must be included with bid documents (see attached requirements).
5. Purchasing contract rider attached.
6. Maps of all mowing locations are included with bid documents.
7. Best value criteria.
8. Reference sheet.
9. HB 1295 Information attached.
10. Interlocal cooperative contract agreement.

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: 72-1564655

Legal Business Name: RIOS TREE SERVICE INC

Address: 232 Guadalupe Bend Boerne TX 78006

City State & Zip: Boerne TX 78006

Contact: Anita Rios

Telephone No: 210-519-7488

Business Entity Type: Corporation

Email Address: riostreeservice@att.net

Authorized Signature 

Print Name Anita Rios

“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 3:00 p.m. on Monday, November 28, 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.

# **PARKS CONTRACTED MOWING SERVICES**

## **MAINTENANCE SPECIFICATIONS**

The City of Pflugerville is accepting competitive sealed bids to establish an annual fixed price contract for **PARKS MOWING**, 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 April 1<sup>st</sup> and end by October 30.

### **NON MANDATORY PRE-BID CONFERENCE**

The City of Pflugerville will hold a pre-bid conference at the **City of Pflugerville Public Works Offices, 15500 Sun Light Near Way, Pflugerville, TX 78660**, at 10:30 a.m. on Monday November 14, 2016. Attendance at the pre-bid meeting is not mandatory.

### **SITE VISIT**

**It is the responsibility of each vendor to visit all locations 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 contract administrator has been informed. Invoicing before a cycle is complete may 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 may 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 mowing schedule. When the cycle is completed and ready for inspection/approval contractor shall notify contract administrator. Failure to contact the contract administrator on a regular basis to inform him/her with 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 Daniel Wilson, phone number 512-990-6400, email is [danielw@pflugervilletx.gov](mailto:danielw@pflugervilletx.gov).

#### **Maintenance Specifications**

1. **Locations** – It is the responsibility of the bidder to visit all the 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, 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 for removal.

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.

## REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2017-8

Parks contracted mowing services

Bidders Name: Rios Tree Service Inc Date 11/18/2016

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 Bryan  
Name of Contact Robert Willis  
Title of Contact Operations Supervisor  
E-Mail Address rwillis@bryantx.gov  
Present Address 1309 E MLK  
City, State, Zip Code 1309 MLK Street Bryan TX 77803  
Telephone Number ( 979)764-3529 Fax Number ( )
2. Company's Name City of San Marcos  
Name of Contact Ken Clayborn  
Title of Contact Utilities Supervisor  
E-Mail Address email: KClayborne@sanmarcostx.gov  
Present Address 630 Hopkins San Marcos TX 78666  
City, State, Zip Code \_\_\_\_\_  
Telephone Number ( 512)393-8403 Fax Number ( )
3. Company's Name TX DOT Kendall County  
Name of Contact Brian Enloe  
Title of Contact Operations Supervisor  
E-Mail Address Benloe@txdot.gov  
Present Address OLd San Antonio RD Boerne TX 78006  
City, State, Zip Code \_\_\_\_\_  
Telephone Number ( 210) 601-4674 Fax Number ( )

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

## CONTRACTOR'S INFORMATION REPORT

Name of Bidder RIOS TREE SERVICE INC  
Address 232 Guadalupe Bend Boerne TX 78006  
City, State ZIP \_\_\_\_\_  
Telephone 210-519-7488  
Contact Name Anita Rios  
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.

232 Guadalupe Bend Boerne TX 78006

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

YEAR	MAKE	MODEL	TYPE
2016 61 inch riding mower	scag	cheetah	zero Turn Mower
2014 (2) Riding Mower	Scag	cheetah	Zero Turn Mower
2014 60 inch Mower (2)	John Deere	950 M	Zero Turn Mower
54 inch Riding mower	Dixie Chopper		Zero Turn Mower
54 inch riding Mower	Toro		Zero Turn Mower
48 riding Mower	KAbota	121Z	Zero Turn Mower
Tractor (2)	John Deere	5403	
Tractor	John Deere	3235	
Deck	John Deere	5ft	cutting deck
15ft John Deere	John Deere		cutting deck
12FT Progressive	Progressive		cutting deck
6 ft Lands Pride	6 ft Lands Pride		cutting deck
6 ft Woods Deck	Woods		cutting deck

### MUNICIPAL AND STATE MOWING EXPERIENCE

INVENTORY FOR RIOS TREE  
SERVICE, INC

PARTIAL LISTING					
EQUIPMENT TYPE	BRAND/ MODEL	SIZE	FUEL TYPE	NO OF UNITS	CONDITION
Aerial Truck	GMC	65 FT	Diesel	2	Very Good
Aerial Lift/Dump Truck	GMC	65 FT	Diesel	1	Very Good
Aerial Lift	GMC	65 FT	Diesel	1	Good
Water Buffalo		300/100 gallon	N/A	2	Very Good
GMC Ford	Ford	2500	Diesel	1	Very Good
Chipper	Morbark	24 inch chipper	Diesel	1	Very Good
Chipper	Bandit	18 inch disc chipper	Diesel	1	Very Good
Chipper	Veermeer	12 inch disc	Diesel	1	Very Good
Chipper	Morbark		Diesel	1	Very Good
Climbing Ropes		Various Lengths		10	Very Good
Pole Saws	Stihl		Gas	4	Very Good
Chainsaws	Stihl	Various bar lengths	gas	15	Very good
Toromaster 4500d		Finish cut mower		1	Very Good
John Deere 950M	Mower	60 inch decks	Gas	2	Very Good
Skid Steer	Mustang		Diesel	1	Very Good
Pickup	Ford	550	Diesel	1	Very Good
Pickup	GMC	2400 HD	Gas	1	Good
Dump Trailer	Diamond	15yd	N/A	1	Very Good
Toro Mower 10 ft	Toro	35 HP	Diesel	3	Very Good
Trailer	Top Hat	20 ft	N/A	3	Very Good
Edger	Stihl		Gas/A	8	Very Good
Shrub trimmer	Stihl		GasA	2	Very Good
Trimmer	Shindawa		Gas	7	Very Good
Trimmer	Stihl		Gas	4	Very Good
Blower	Tanecka		Gas	2	Very Good
Loppers			Gas	4	Good/Very Good
Safety cones			N/A	30	Good
Safety Signs			N/A	10	Good
60 inch 950M Mower	John Deere	60 inch	Gas	2	Very Good
60 inch Cheetah Mower	Skagg	60 inch	Gas	2	Very Good
John Deere tractor	John Deere	5403	Diesel	2	Very Good
D-80 Mower Deck Head Finish Mower		6 FT and 14 ft	N/A	2	Very Good

INVENTORY FOR RIOS TREE  
SERVICE, INC

<b>12 ft Mower Deck Progressive Finish</b>	Progressive	12Ft	N/A	1	Very Good
<b>Skid Steer</b>	Bobcat	300	Diesel	1	Very Good

Authorized Signature \_\_\_\_\_ Anita Rios \_\_\_\_\_

Date: \_\_\_\_\_ 08/08/2016 \_\_\_\_\_



1. State all current municipal and/or state mowing contracts your company is mowing at the present time or completed between January 1, 2012 and December 31, 2015. If none, enter none.

<b>Contract Entity</b>	<b>Date of Service From To</b>	<b>\$ Value of Contract</b>	<b>Date Completed</b>
City of Bryan	2012-current	1,299.90.00	
City of San Marcos	2013-current	240,000.00	

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

<b>Contracting Entity</b>	<b>Date of Service From To</b>	<b>\$ Value of Contract</b>	<b>Date Completed</b>
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:** Candelario Rios-VP

**Experience** Over 30 years

**Name:** Candelario Rios

**Experience** Over 10 years

**Name:** Joel Arce

**Experience** 5 years

## 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.

Work will be completed in a sweep process. All sites will be completed in the order of their  
proximity of each other. Employees from our firm will be assigned to complete the work within  
the time allotted. A working foreman will be assigned and the truck assigned will have all necessary  
equipment to fix any malfunctioning equipment. We will also have a storage facility to house our  
equipment should a large piece of equipment need to be maintained. We currently have 2 dedicated  
tractor employees who also have the ability to work the zero turn mowers. Our foreman  
will have a checkoff list of all sites maintained on a daily basis.

### Supplemental Quantities for Contracted Mowing

Item #	Item Description	Acreage	X	Cost per Acre	=	Cost per Cycle	X	# of Cycles	=	Item Total
1	Pfairways Park	7.5		72.81		546.05		19		10,374.95
2	Heritage House	8.94		61.08		546.05		19		10,374.95
3	Brookhollow Park	7.56		72.23		546.05		19		10,374.95
4	Cambridge Heights Park	4.74		115.20		546.05		19		10,374.95
5	Windemere Park	8.9		61.35		546.05		19		10,374.95
6	Creekside Park	12.36		44.18		546.05		19		10,374.95
7	Lake Pflugerville	61.69		8.85		546.05		19		10,374.95
8	Settlers Valley	28.37		19.25		546.12		19		10,374.95 AR
										10,376.33
									Grand Total	\$83,000.98

Company Name RIOS TREE SERVICE INC

Willowick Cir

Yorkshire ST

Creekbend Dr

Greenslope Cir

Greenhill Dr

Parkview Dr

Greenbrook Pkwy

Brookhollow Dr

Brewer Blackbird Dr

Parkcrest Ct

Goodspeed

Clarendon













Old Austin-Hutto Rd

8.94

Sweet William Ln







Becker Farm Rd

Silent Harbor Lp

Misty Harbor Dr

Silent Harbor Dr

Hidden Harbor Dr

Harbor Point Dr

Dawson Creek

Lake Edge Way

Masi Ln

Hees Ct

Hees Ln

Lydia Springs Dr

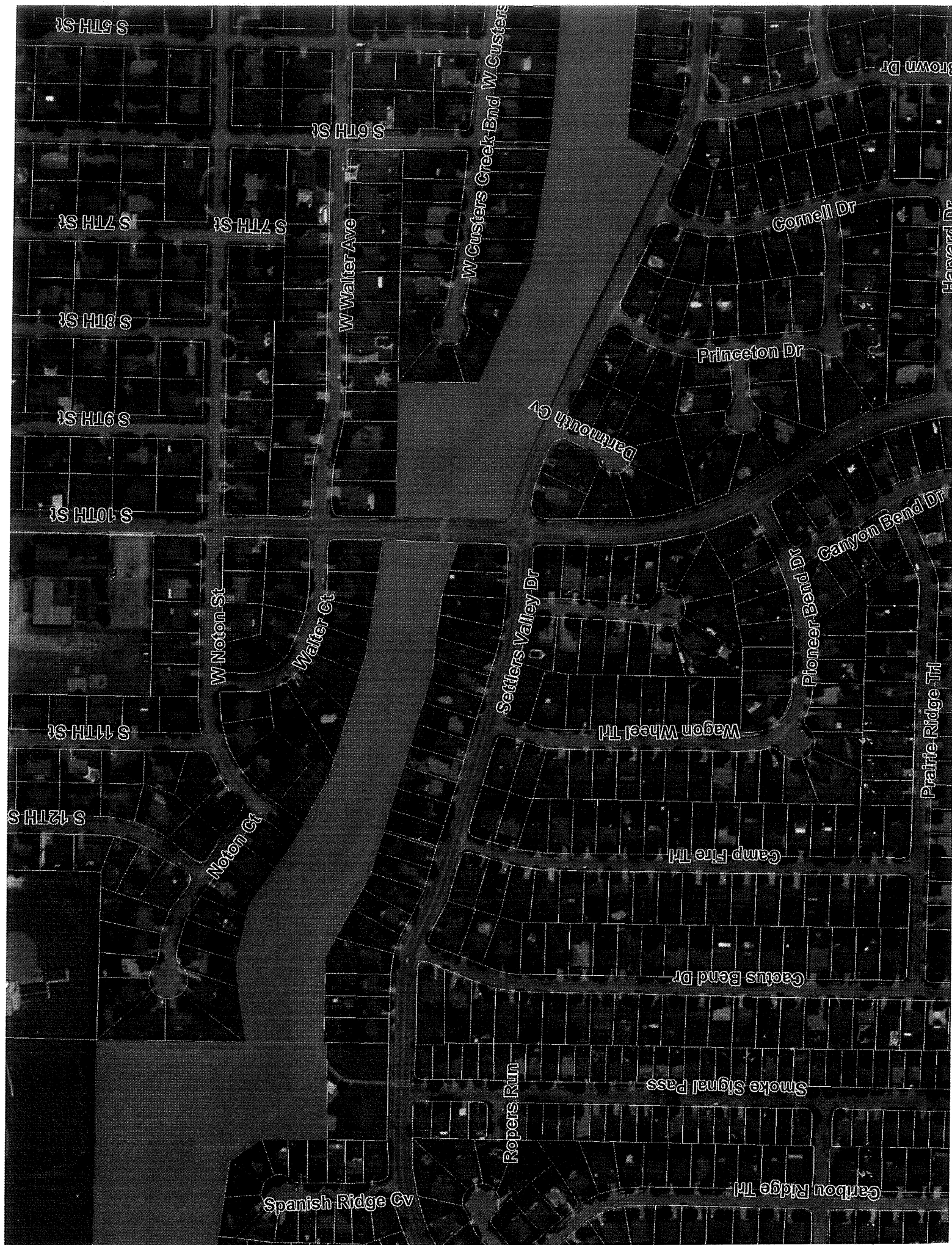
Kennett Ct

Weiss Ln

E Pflugerville Pkwy













# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2016

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 have ADDITIONAL INSURED provisions or 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 <b>SIG/BRIDIE &amp; ASSOCIATES</b> 305 EAST CALIFORNIA STREET, SUITE A GAINESVILLE, TX 76240 940-668-0436	CONTACT NAME: <b>DAVID P. REED</b> PHONE (A/C, No, Ext): <b>940-668-0436</b> FAX (A/C, No): <b>940-668-0469</b> E-MAIL ADDRESS: <b>DAVID.REED@SIG4YOU.COM</b>
INSURED <b>RIOS TREE SERVICE, INC</b> 232 GUADALUPE BEND BOERNE, TX 78006	INSURER(S) AFFORDING COVERAGE INSURER A: <b>UNITED FIRE GROUP</b> INSURER B: <b>UNITED FIRE GROUP</b> INSURER C: INSURER D: <b>UNITED FIRE GROUP</b> INSURER E: <b>TEXAS MUTUAL</b> 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				06/15/2016	06/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				06/15/2016	06/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				06/15/2016	06/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A		02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

\*\*\*MUST CONTACT AGENT TO BE LISTED AS CERTIFICATE HOLDER\*\*\*

## CERTIFICATE HOLDER

## CANCELLATION

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

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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  Products/ Completed Operations  Independent Contractors  Personal Injury  Contractual Liability	1,000,000 per occurrence, 2,000,000 general aggregate  Or  2,000,000 combined single coverage limit	City to be listed as additional insured and provide 30- days notice of cancellation or material change in coverage  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.

**STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER  
FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS**

(Version 2/1/12)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

**1. Application.** This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Bios Tree Service, Inc. (Vendor). The Contract involved in this Rider is described as follows:

*Title of Contract:* \_\_\_\_\_ Bid # 2017-8 Parks Mowing Contract

**2. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.**

**10. 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.

**11. 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.

**12. 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.

**13. 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)

**14. 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.

**15. 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.

**16. 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)

**17. 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.

**18. 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)

**19. 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.

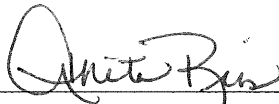
**20. Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

**CITY OF PFLUGERVILLE, TEXAS**

**VENDOR**

By: \_\_\_\_\_

City Manager

  
Title: President

Date: \_\_\_\_\_

Date: 11/26/16



# 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. <b>RIOS TREE SERVICE INC</b>	
	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> 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. <input type="checkbox"/> Other (see instructions) ▶	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>232 Guadalupe Bend Boerne TX 78006</b>	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								
7	2	-	1	5	6	-	4	6 5 5

## 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. citizen or other U.S. person (defined below); and
4. 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 ▶ 11/26/2016
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## 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](http://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-C (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:

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. 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
4. 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

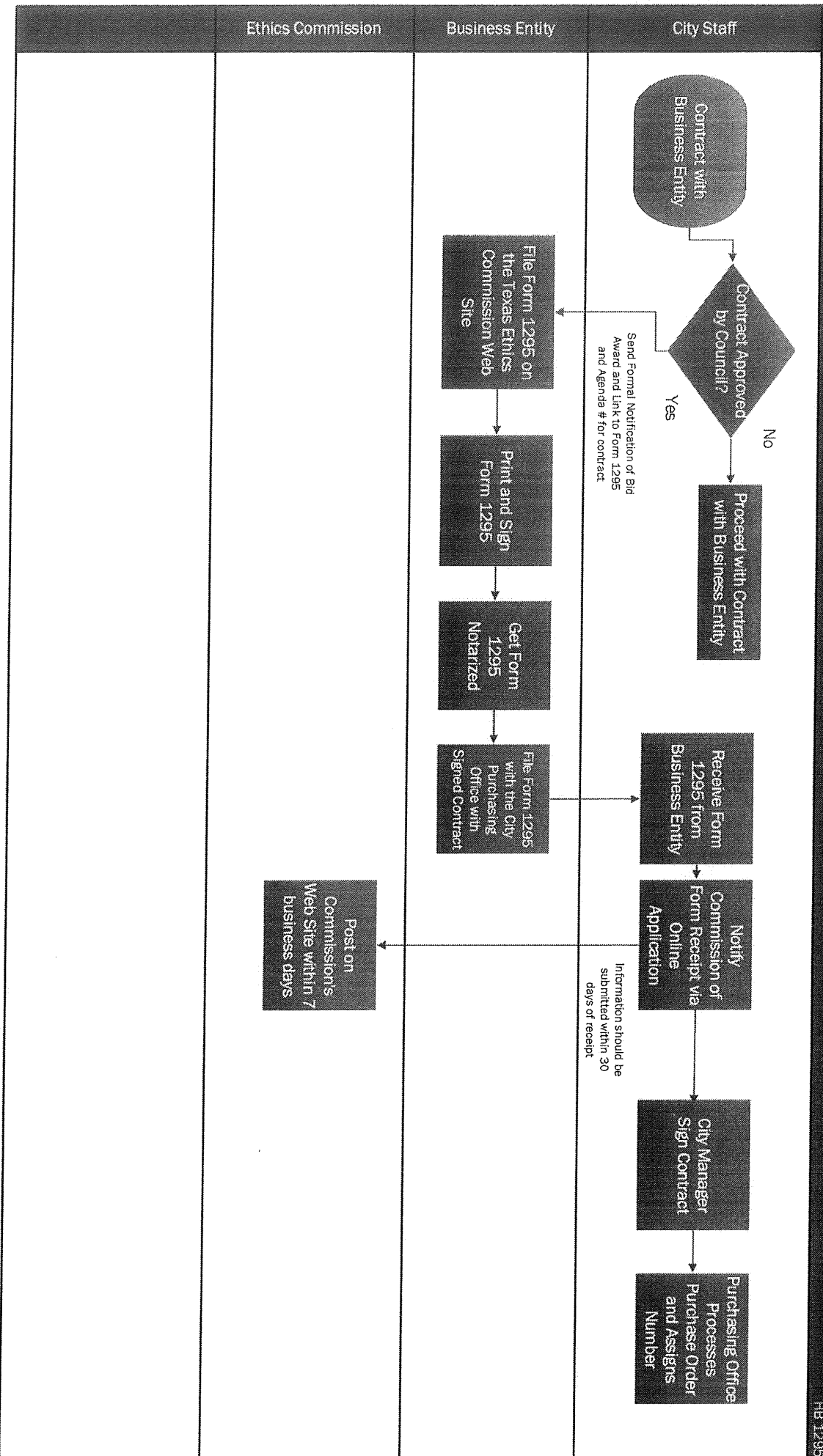
The Texas Legislature approved HB 1295 during its last Legislative session and the date for implementation of the new process was January 1, 2016.

To comply with this new mandate, the City must ask all business entities contracting with the City for items that are approved by Council to follow the new rules. Additional information about these new requirements can be accessed on the [Texas Ethics Commission website](#) and a flowchart and sample form are attached for your reference.

Please complete this form electronically on the Texas Ethics Commission web site at <https://www.ethics.state.tx.us/main/file.htm>. The completed Form 1295, Certification of Filing, must then be printed, notarized and returned to the City along with the signed contracts.

# Disclosure of Interested Parties

HB 1295





### 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: RIOS TREE SERVICE INC

Agree XX

Disagree       

Date: 11/26/2016