

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to provide same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 19-017 dated March 2019 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Services Provider** means Red and White Greenery, Inc., its successor or assigns.

2.01 EFFECTIVE DATE, TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the Part IV, Scope of Work, of the IFB, and the Response to IFB submitted by Services Provider as described in Attachment A: Bid Sheet in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Attachment A: Bid Sheet of Exhibit "A" pertaining to landscape maintenance and mowing services are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 19-017 dated March 2019). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. In consideration for the grounds maintenance services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Seventy-Six Thousand Seven Hundred Eight and No/100 Dollars (\$76,708.00)** per year for a total not-to-exceed amount of **Three Hundred Eighty-Three Thousand Five Hundred Forty and No/100 Dollars (\$383,540.00)** for the term of this Agreement.

C. The total not-to-exceed fee of **\$383,540.00** shall include: (1) the Service Provider's bid of **Seventy-One Thousand Seven Hundred Eight and No/100 (\$71,708.00) per year**; and (2) **Five Thousand and No/100 Dollars (\$5,000.00) per year** for additional services on an as-needed basis, all as set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to

Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider’s charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all insurance requirements set forth Part II of IFB No. 19-017 and on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 CITY'S REPRESENTATIVES

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Michael Thane
Utilities and Environmental Services Director
2008 Enterprise Drive
Round Rock, Texas 78664
512-218-3236
mthane@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of

Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Red and White Greenery, Inc.
5354 Highway 29 East
Georgetown, TX 78626

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any

stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

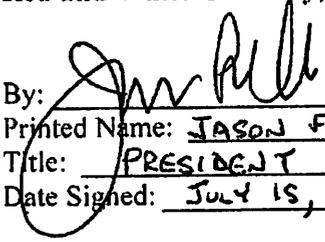
[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Red and White Greenery, Inc.

By:  _____
Printed Name: JASON FULLER
Title: PRESIDENT
Date Signed: JULY 15, 2019

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

**LANDSCAPE MAINTENANCE AND MOWING
SERVICES**

SOLICITATION NUMBER 19-017

MARCH 2019

Exhibit "A"

LANDSCAPE MAINTENANCE AND MOWING SERVICES

**PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City," seeks a bid from firms experienced in landscape maintenance and lawn mowing services to provide services at multiple City property locations, herein referred to as "services."
2. **BACKGROUND:** The Contractor shall provide services, inclusive of necessary equipment and labor, to include mowing, weed eating, litter clean up, blowing of walkway/parking lots, hauling and green waste dumping, edging, and mulching as requested throughout the term of the contract. The City reserves the right to add or remove locations throughout the term of the awarded contract.
3. **SOLICITATION PACKET: This solicitation packet is comprised of the following:**

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13
Attachment C – Subcontractor Information Form	Page 14
Attachment D – Respondent's Questionnaire	Page 15
Attachment E – Locations, Addresses, and Specific Needs	Separate Attachment

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Amanda Crowell
 Purchasing Technician
 Purchasing Division
 City of Round Rock
 Phone: 512-218-5458
 E-mail: acrowell@roundrocktexas.gov

Cheryl Kaufman
 Purchasing Supervisor
 Purchasing Division
 City of Round Rock
 Phone: 512-218-5417
 E-mail: ckaufman@roundrocktexas.gov

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The individuals listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	March 29, 2019
Mandatory Pre-Bid meeting / site visit	April 11, 2019 @ 9:00AM, CST
Deadline for submission of questions	April 15, 2019 @ 5:00 PM, CST
City responses to questions or addendums	Approximately April 17, 2019 @ 5:00 PM, CST
Deadline for submission of responses	April 25, 2019 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. **MANDATORY PRE-BID MEETING / SITE VISIT AND INSPECTION:** A pre-bid meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting / site visit will be conducted on the date specified in PART I Section 5-Schedule of Events.

A. Attendance at the pre-bid meeting / site visit is mandatory. Respondents shall sign-in at the pre-bid meeting to document their attendance. Immediately following the pre-bid meeting a site visit tour will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. Respondents shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-bid meeting and site visit tour which shall initially begin at:

Waste Water Treatment Plant
3939 E. Palm Valley
Round Rock, Texas 78665

On-Site Cell Phone: 512-534-1287

A City representative will carry the above listed cell phone during the pre-bid meeting / site visit to assist attendees with directions.

B. Respondents will be responsible for their own transportation for the site visit tour.

C. A map for the facility locations will be provided at the pre-bid meeting.

D. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.

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- E. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements, and other solicitation related details during said inspections.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Amanda Crowell
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- **Attachment C – Respondent’s Questionnaire**
- **Attachment D – Subcontractor Information Form:** Provide a signed copy of the Subcontractor Information Form.

10. BEST VALUE EVALUATION AND CRITERIA: The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price;
- B. Reputation of Respondent and of Respondent’s goods and services;
- C. Quality of the Respondent’s goods and services;
- D. The extent to which the goods and services meet the City’s needs;
- E. Respondent’s past performance with the City;
- F. The total long-term cost to the City to acquire the Respondent’s goods or services;
- G. Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

11. CONFIDENTIALITY OF CONTENT: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

12. SUSPENSION OR DEBARMENT CERTIFICATION: The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.

13. CERTIFICATE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing landscape maintenance and lawn mowing services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.

3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment D: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract;
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that all communication be properly conveyed between Contractor and Subcontractor.
 - D. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - E. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of these services;
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;

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- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondent's obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for landscape maintenance and mowing services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
 - B. **Procedure to Request Increase:**
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
 - ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Contractor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Respondent's performance anytime during the contract term.

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9. **ACCEPTANCE/INSPECTION:** Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services provided are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.
13. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals and strategies to meet objectives.
14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**

Mark Hurd
System Mechanic Supervisor
Utilities and Environmental Services Department
Phone: (512) 341-3155
E-mail: mhurd@roundrocktexas.gov
15. **INTERLOCAL PURCHASING AGREEMENTS**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV
 SCOPE OF WORK**

1. **SCOPE:** The Contractor shall provide services, inclusive of necessary equipment and labor, to include mowing, weed eating, litter clean up, blowing of walkway/parking lots, hauling and green waste dumping, edging, and mulching as needed throughout the term of the contract. The City reserves the right to add or remove locations throughout the term of the awarded contract.
2. **SERVICE REQUIREMENTS:** Attachment E- Listing of Locations and Maps includes all sites the City expects the Contractor to maintain.
 - A. The city estimates a total of 20 site visits per each location in a 12-month period and services will occur as follows:

Item#	Work Description	Frequency	Special Instructions
1.	Mowing	2x a month from Mar. 1 – Oct. 31 and ≈1x a month from Nov. 1 – Feb. 28 or as requested	
2.	Weed eating along fence lines and buildings	Each visit	
3.	Litter policing / General clean up	Each visit	
4.	Hauling and green waste disposal	Each Visit	
5.	Backpack blowing of walkways and parking lots*	6x a year unless department requests otherwise.	Debris shall not be blown into the roadway
6.	Edging*	6x a year unless department requests otherwise	
7.	Mulching*	1x a year	

* indicates requirements vary per site as indicated in Attachment E- Locations, Addresses, and Specific Needs

- B. Start dates for landscape maintenance and mowing services will be coordinated between the City's designated contact and Contractor upon award of a contract.
- C. Maintenance Cycles shall mean the time between services. Maintenance Cycle shall be identified with a beginning and ending date, in which all prescribed maintenance activities for each Project Area shall be completed.
- D. Upon issuance of a work authorization or PO, begin work and proceed with all reasonable dispatch to completion maintaining the established work areas.
- E. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.
- F. The City reserves the right to request additional visits or cancel visits as required.
- G. Cancellations of a work authorization may be based upon need, inclement weather conditions, or other mitigating circumstance to be determined by the City. This determination will be made by the City and communicated to the Contractor in writing via e-mail.

3. CONTRACTOR RESPONSIBILITIES: The Contractor shall:

- A. Obtain and provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the work as required by the specification.
- B. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
- C. Have an on-site supervisor at the site any time work is performed.
- D. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidentals damaged shall be repaired or replaced by the successful Bidder to the satisfaction of the City.
- E. Work shall be performed to the specifications defined herein between the hours of 7:00AM – 4:00PM.
- F. All work shall be performed in a professional workmanlike manner.
- G. All supporting documentation specified herein shall be submitted with the invoice prior to the City processing payment. The successful bidder shall invoice only for actual work completed.

4. CITY RESPONSIBILITIES

- A. Appoint a City designated representative to serve as point of contact for the Contractor.
- B. Monitor and inspect the ground maintenance at designated sites.
- C. Coordinate all work and scheduling with the successful Contractor.

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**ATTACHMENT A
BID SHEET
(60 points)**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No. 19-017 Landscape Maintenance and Mowing Services in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. In order to do business with the City of Round Rock you must be registered with the City's Contractor Database. To register, go to: <https://roundrock.munisselfservice.com/Contractors/default.aspx>.
 - D. By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, 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 the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

ATTACHMENT A- BID SHEET

The Bidder represents by their signature below that he/she is submitting a binding offer and is authorized to bind the Bidder to fully comply with the solicitation documents contained in IFB No. 19-017 Landscape Maintenance and Lawn Mowing Services. The Bidder acknowledges that he/she has received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: Services per "Visit" as defined below include: Mowing, weed eating along fence lines and building, litter policing and general cleanup as well as hauling and green waste disposal per the scope of work. All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. The City reserves the right to purchase more or less than the quantities indicated below. The City intends to add in an additional \$5,000 per year to the contract to cover additional services as needed.

	Location	Annual Quantity	Unit	Unit Cost	Extended Price
1	Vista Heights	18	Visit	\$55.00	\$990.00
2	Westinghouse	18	Visit	\$55.00	\$990.00
3	Water Treatment Plant	18	Visit	\$900.00	\$16,200.00
4	Well 7	18	Visit	\$44.00	\$792.00
5	S.E Elevated	18	Visit	\$60.00	\$1,080.00
6	Bowman	18	Visit	\$44.00	\$792.00
7	South 81	18	Visit	\$50.00	\$900.00
8	McNeil	18	Visit	\$45.00	\$810.00
9	S.E Booster	18	Visit	\$77.00	\$1,386.00
10	Lake Creek	18	Visit	\$148.00	\$2,664.00
11	Chisholm Valley	18	Visit	\$45.00	\$810.00
12	High Country	18	Visit	\$72.00	\$1,296.00
13	1431 Elevated	18	Visit	\$72.00	\$1,296.00
14	Stone Oak Pump	18	Visit	\$50.00	\$900.00
15	Lake Georgetown Pump	18	Visit	\$170.00	\$3,060.00
16	Well 9	18	Visit	\$40.00	\$720.00
17	Barton Hill Elevated	18	Visit	\$125.00	\$2,250.00
18	Chandler Elevated	18	Visit	\$45.00	\$810.00
19	1460 PRV	18	Visit	\$40.00	\$720.00
20	BCRUA Interconnect	18	Visit	\$85.00	\$1,530.00
21	Carmousty LS	18	Visit	\$45.00	\$810.00
22	Chisholm Trail PRV	18	Visit	\$55.00	\$990.00
23	North 81	18	Visit	\$45.00	\$810.00
24	PRV 36	18	Visit	\$40.00	\$720.00
25	Stone Oak LS	18	Visit	\$68.00	\$1,224.00
26	PRV 11	18	Visit	\$40.00	\$720.00
27	TAMU PRV North	18	Visit	\$40.00	\$720.00
28	TAMU PRV South	18	Visit	\$44.00	\$792.00
29	East Waste Water Treatment Plant	18	Visit	\$982.00	\$17,676.00
30	West Waste Water Treatment Plant	18	Visit	\$210.00	\$3,780.00
31	Backpack Blowing - East Waste Water Treatment Plant	6	EA	\$104.00	\$624.00
32	Backpack Blowing - West Waste Water Treatment Plant	6	EA	\$26.00	\$156.00
33	Edging - East Waste Water Treatment Plant	6	EA	\$207.00	\$1,242.00
34	Mulching - East Waste Water Treatment Plant	1	EA	\$1,448.00	\$1,448.00
ANNUAL TOTAL:					\$71,708.00

COMPANY NAME:

RED & WHITE GREENERY, INC.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

JASON FULLER

PHONE NUMBER:

(512) 930 - 4707

EMAIL ADDRESS:

JASON@RWGREENERY.COM

Exhibit "A"

ATTACHMENT B:
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-017

RESPONDENT'S NAME: RED & WHITE GREENERY, INC. DATE: 4-25-19

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name WILLIAMSON COUNTY
Name of Contact CHRISTI STROMBERG
Title of Contact ASSISTANT FACILITIES DIRECTOR
E-Mail Address CSTROMBERG@WILCO.ORG
Present Address 3101 SE INNER LOOP
City, State, Zip Code GEORGETOWN, TX 78626
Telephone Number (512) 943-3377 Fax Number: (512) 930-3313

2. Company's Name BRAZOS RIVER AUTHORITY
Name of Contact RANDY LOCK
Title of Contact CHIEF OPERATOR OF TEMPLE-BELTON WWTP
E-Mail Address RANDY.LOCK@BRAZOS.ORG
Present Address 2406 E. 6TH ST.
City, State, Zip Code BELTON, TX 76513
Telephone Number (254) 493-7177 Fax Number: (254) 939-6785

3. Company's Name CITY OF JARRELL
Name of Contact BILL LAWSON
Title of Contact PUBLIC WORKS DIRECTOR
E-Mail Address B.LAWSON@CITYOFJARRELL.COM
Present Address 161 TOWN CENTER BLVD.
City, State, Zip Code JARRELL, TX 76537
Telephone Number (512) 740-9878 Fax Number: (512) 746-2052

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

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**ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: 19-017
RESPONDENT'S NAME: RED & WHITE GREENERY, INC., **DATE:** 4-25-19

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**
- YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT** **YES**
If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed _____ %

- *Add additional pages as needed*

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**ATTACHMENT D
 RESPONDENT QUESTIONNAIRE
 (40 Points)**

THIS IS A REQUIRED DOCUMENT FOR SUBMISSION WITH YOUR BID

Name of Business:	RED & WHITE GREENERY, INC.
Physical Address of Headquarters (HQ):	5354 HWY. 29 EAST, GEORGETOWN, TX 78626
Physical Address of Serving Branch: (if different address from HQ)	SAME AS ABOVE

- TRAINING AND DEVELOPMENT:** On a separate sheet of paper describe training and development provided to staff. **(10 Points)**.
- EQUIPMENT LIST:** Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. **(5 Points)**
- Number of full-time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	32
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- How many years has your company been in the lawn maintenance and mowing business?

Number of years in the commercial lawn maintenance and mowing business:	38
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- EXPERIENCE:** On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. **(25 Points)**
 - Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for lawn maintenance and mowing services.
 - Individual Work Experience- Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience.



ATTACHMENT D, ITEM 1
TRAINING/DEVELOPMENT PROVIDED TO STAFF

Red & White Greenery, Inc. is lucky in that six of our nine maintenance employees have been with our company for over twenty years, and our two commercial foremen have over ten years of landscape maintenance supervisory experience. The following training/development procedures are presently followed in our maintenance division:

Project Manager: maintain licensure and certifications through yearly continuing education at the Texas Nursery and Landscape Association Exposition, the ISA Texas Tree Conference, the Professional Grounds Maintenance Conference and various other classes and seminars throughout the year

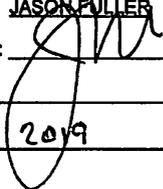
Foremen: All new foremen are required to spend the first several weeks working with an established existing foreman on their crew before being allowed to supervise their own crew. Utilizing the Nilsson Associates Green Industry Consultants Training System, all foremen are instructed on procedures related to employee respect and motivation, job safety, expectations of service, protection of assets, work coordination and employee training, pesticide use training, insect and disease detection, and supplying project feedback utilizing our time sheets.

Employees: All employees are required to attend weekly tailgate safety meetings in the shop. New employees are paired with experienced foremen to ascertain and develop their skills in mowing, trimming and general maintenance procedures. Employees who show aptitude are being cross-trained to be able to provide planting, tree trimming and irrigation repair.

ATTACHMENT D, ITEM 2. EQUIPMENT LIST

Equipment Type	Brand/Model	Size	Year Made	Fuel Type	No. of Units	Condition	Purchase Date
Mowers	Ferris IS3100 Zero Turn	61"	2012-2014	Propane	1	Good	2015
Mowers	Ferris IS3200 Zero Turn	61"	2017	Gas (EFI)	2	Excellent	2017
Mowers	Hustler Super 104 Mower	104"	2017	Gas (EFI)	2	Excellent	2017
Mowers	Ferris IS3200 Zero Turn Mower	72"	2017	Gas	1	Excellent	2017
Mowers	Ferris 5900545 Walk-behind	36"	2014	Gas	1	Good	2014
Mowers	John Deere GS30 Walk-behind	48"	2002	Gas	1	Good	2002
Line Trimmers	Echo SRM 280T	N/A	2014-2018	Mixed fuel	5	Good	2016-2018
Line Trimmers	Stihl FS131R	N/A	2017	Mixed fuel	6	Good	2017
Blowers	Echo PB755 ST	N/A	2017-2018	Mixed fuel	3	Good	2017-2018
Blowers	Stihl BR700	N/A	2017-2018	Mixed fuel	4	Good	2017-2018
Shredder	Rhino F4-15 Shredder	15'	2017	N/A	2	Excellent	2017
Tractor	Kubota Tractor	N/A	2002	Diesel	1	Good	2005
Trencher	Vermeer RTX450Trencher	N/A	2018	Gas	1	Excellent	2018
Truck	Ford F250 Super Duty	N/A	2015	Gas	1	Excellent	2015
Truck	Ford F250 Super Duty	N/A	2014	Gas	2	Excellent	2015

CONTRACTOR'S FULL NAME: JASON FULLER

CONTRACTOR'S SIGNATURE: 

TITLE: PRESIDENT

DATE: APRIL 25, 2019



ATTACHMENT D, ITEM 5 WORK EXPERIENCE

Company Work Experience: Red & White Greenery, Inc. has been doing landscape maintenance work in the central Texas area for over thirty years. In 2018 we were again awarded the contract for the landscape maintenance for all of the commercial properties managed by Williamson County, including the courthouse, various annexes, the Juvenile Justice Center, Sheriff's Office and Jail, the Criminal Justice Center and several other properties in Georgetown, Cedar Park, Taylor and Hutto. We have been doing these properties for over ten years.

We also perform the landscape maintenance for the Brazos River Authority for Water Treatment Plants in Temple, Belton, Taylor, Hutto and Leander. Up until the City of Round Rock acquired the Brushy Creek East and Brushy Creek West Water Treatment Plants which are part of this work, we were doing them for BRA. We have mowed them both on a "will call" basis since the takeover.

For the City of Round Rock, we have also been mowing the water tower locations and the water treatment plant off IH35 by Westinghouse Rd. that are part of this bid for Mr. Mark Hurd since May of 2015.

In addition to several residential properties, we also perform the landscape maintenance for several schools, churches, office parks, and other businesses in Georgetown, Taylor, Jarrell, Round Rock, Hutto and Austin.

Individual Work Experience: Jason Fuller, the owner and President of Red & White Greenery, Inc. has been running the company for fifteen years, and has overseen all aspects of the business. David Taylor, the Project Manager of the Maintenance Division, has been working in the landscape industry for over twenty-five years and has achieved several certifications and licenses with the State of Texas. Please see the attached resume' for the owner and Project Manager for the Maintenance Division, as well as our licenses and certifications.



**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: IFB 19-017

Addendum No: 2

Date of Addendum: 4/25/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Clarifications:**

A. Replace the current bid sheet with an updated bid sheet reflecting annual values and additional information.

II. **Questions:**

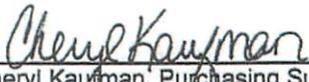
Q1. There is no place to put the cost of the mulch at the East Waste WTP on the bid form except for the site visit area. This will make this cost appear excessive, since we only mulch once but mow several times, how do you want us to show this?

A1. **The bid sheet has been updated to reflect annual estimated quantities of visits per site, breaks out the blowing, edging, and mulching, and the information contained in the first two paragraphs has been updated.**

III. **Extension:** The proposal due date is hereby extended until Thursday, May 2, 2019 at 3:00 PM CST.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

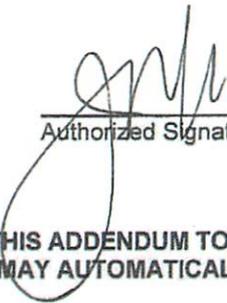

Cheryl Kayman, Purchasing Supervisor
Purchasing Office, 512-218-5417

April 25, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

JASON FULLER
Name


Authorized Signature

4/30/19
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: IFB 19-017

Addendum No: 1

Date of Addendum: 4/17/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Clarifications:** We have included an updated Attachment E- Listing of Locations, Addresses, and Specific Needs. On the cover page, Item 30, West Wastewater Treatment Plant (WWTP) we have now indicated that mulching and edging will not be required at this location.

II. **Questions:**

Q1: Will the bids be read at the bid opening?

A1. **Yes, the cost on the bid sheet will be read out loud. If you would like to know the amounts provided by other companies, you should arrive to the bid opening. The City will not otherwise provide this information prior to Council approval and award and then only upon a public information request.**

Q2: How many PO's do you expect to cut for these services in a fiscal year?

A2. **It is likely there will be one annual blanket PO to cover these services.**

Q3: When is the expected start date of this contract?

A3. **This is highly variable and subject to change, but we hope to have the contract active within three or four months.**

Q4: What kind of access can we expect to have to the sites?

A4. **Due to security most sites are locked but the awarded vendor will be granted access via combination locks or personnel-facilitated entry.**

Q5: Is the 7-4 access schedule flexible?

A5. **Yes, the City will permit mowers on site at different hours with previous authorization and they may use the assigned combination locks for practical access.**

Q6: At the West WWTP there is a large, unkempt area in the back. Will that need to be included in the work?

A6. **No, we do not require it to be mowed at this time. Mowing should occur on the slope by the drive where it begins to go towards the back field.**

Q7: Would you like the vendors to remove the saltcedar trees and very large weeds?

A7. **Yes.**

Q8: At the West WWTP is there a creek running through the lot?

A8. **No, there is a water path and a bit of a slope but no creek within the property boundaries.**

Q9: Will the awarded vendor be given access to the evacuation plans on lots that have any hazardous chemicals?

A9. **Absolutely. This will be covered at the award meeting once the contract has been finalized.**

Q10: Are there any things that are considered "no-nos"?

A10. **Yes, do not mow the wildflowers down before they have had a chance to seed.**

- Q11. You said not to mow over the wildflowers, which flowers do you consider wildflowers that we should be mindful of? All of them or only some?
- A11. **Avoid mowing the Bluebonnets, Indian Paintbrushes, Indian Blankets (Gaillardia pulchella), Drummond phlox, Verbena, and Pink Evening Primroses.**
- Q12. Can you describe the East WWTP expansion planned and how that might affect the scope of work?
- A12. **The ground breaking will be approximately a year from now and it will greatly reduce the East WWTP's mowing needs. The Administration Building will be given a new road where the road construction is currently.**
- Q13. If there is a need to reschedule a service would we ever be permitted to work on the weekends?
- A13. **No.**
- Q14. If we are locked out of a site or are unable to access an area what would you like us to do?
- A14. **Call your point of contact and they will come out and unlock the gate and address the issue.**
- Q15. At the West WWTP do we need to mow immediately outside of the perimeter fence? If yes, then how far outside of the fence?
- A15. **No, the Contractor will not be required to mow outside of the perimeter fence except in the front area (entrance on E Austin Ave.) just by the entrance and the building.**
- Q16. Will we be on a schedule or called as needed?
- A16. **The Contractor will be called as needed. The bid sheet reflects an estimated schedule for cost evaluation purposes.**
- Q17. Aside from snakes, are there any other wildlife we need to be aware of?
- A17. **No, as long as the contractor is out during the day. There is daylight wildlife activity from mice, rats, and rabbits but the larger mammals (foxes/deer/skunks/raccoons) are mostly active after-hours and at night.**
- Q18. If each vendor receives the full 40 points for the evaluated portion of the solicitation how do you determine the winner?
- A18. **We also evaluate cost at 60 points. So, if everyone got the full 40 points then the bid sheet would determine the winner.**
- Q19. Can we adjust any numbers or descriptions on the bid sheet to better explain our offer?
- A19. **No, that will result in disqualification of the bid.**
- Q20. Regarding the West WWTP what are the specific requirements related to the 90° slope that runs around the immediate treatment plant area?
- A20. **Contractors do not need to cut/mow the 90° slope next to the tank, it is a safety hazard.**
- Q21. Regarding the West WWTP what are the specific requirements regarding the "forest" areas inbetween the cement drive and the northern/back part of the property?
- A21. **Contractors do not need to cut/mow the forest area other than addressing the large weeds and saltcedars just outside of the forested areas.**
- Q22. Regarding the West WWTP, there is also a pond/water holding area at the top-left, at the entrance of the path to the back area with a 45° slope around it – what would our responsibilities be for that area?
- A22. **Contractors do not need to cut/mow the pond/water holding area.**
- Q23. Regarding the East WWTP, the area to the east appears to be overgrown and not mowed. Will it be mowed before this contract starts? If not, can that be charged at a 1 time/first time cut rate because of its current status?
- A23. **It is expected that we will issue a request for quote for this service prior to contract start. This will need to be maintained after the 1 time/first time cut.**

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Cheryl Kaufman
Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-218-5417

April 17, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:
JASON FULLER
Name

[Signature]
Authorized Signature

4/25/19
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



Red & White Greenery, Inc. is a locally owned and operated landscape company that has been serving the Central Texas area since 1983. We are a complete landscape contractor that can handle every aspect of a landscape project, including irrigation and hardscapes, from inception to completion and all maintenance requirements. As a company we are continually training our staff and reviewing our procedures to maximize the quality of service we provide. It is our goal to become the absolute best that the industry has to offer. We accomplish this goal by not only delivering an outstanding product with exceptional customer service, but we take great pride in assisting our clients with the development of landscape plans that are water efficient and easily maintainable.

One of the most valuable services we offer our clients is value engineering. With numerous years of experience, we are able to identify areas where cost savings are viable, without changing the desired final appearance.

Our experience, with several different general contractors, varies from small commercial installations to large industrial installations. We will provide a list of projects and references upon request.

The following are basic resumes of individuals in management and supervisory roles:

<u>Title</u>	<u>Position</u>	<u>License/License #</u>	<u>Experience</u>
Jason Fuller	President	Irrigation LI0016241	16 years
Linda Coronado	Administrative		32 years
Robert Elliott	Operations Manager	Irrigation LI0002957	28 years
Dave Taylor	Maintenance Manager	ISA Cert. Arborist TX-3306 TNLA CLP 298 Cert. Pesticide Applicator 0442469 Irrigation LI023423	25 years
Taylor Eisenbach	Project Manager	Irrigation LI0017666	11 years
Steve Dearen	Superintendent		20 years
Justin Riggs	Superintendent		8 years
Ivan Gonzalez	Landscape/Irrigation Foreman		12 years
Jose Gonzales	Landscape/Irrigation Foreman		15 years
Juan Gonzales	Landscape/Irrigation Foreman		8 years
Julio Madragon	Landscape/Irrigation Foreman		9 years
Manuel Azua	Maintenance Foreman		16 years
Andy Taylor	Maintenance Foreman		4 years
Javier Soto	Maintenance Foreman		10 years

If you have any additional questions, please feel free to contact me in the office at (512) 930-4707.

Sincerely,

Jason Fuller
President

Red & White Greenery, Inc.
512-930-4707
5354 Highway 29 East ® Georgetown, TX 78626
Also visit us at www.rwgreenery.com

**RED & WHITE GREENERY, INC.
RESUME**

<u>NAME</u> Jason Fuller	<u>TITLE</u> Owner/President
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<u>LICENSES</u> Irrigation	<u>LICENSE NUMBER</u> L10016241
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<u>EXPERIENCE</u>	
SpawGlass Contractors, Inc.	2000-2003
Red & White Greenery, Inc.	2003-Present

<u>EDUCATION</u>
Graduated from Texas A&M in 1998 with a Bachelor's degree in Construction Science.

Red & White Greenery, Inc. certifies above information is true and correct and authorizes you to obtain such information as you may require concerning this bid and agree it shall remain your property whether or not bid is awarded. Red & White Greenery, Inc. has not done business under any other name in the past 5 years.

David S. Taylor

403 S. 3rd Street
Pflugerville, Texas 78660

(512) 635-5505

Email at Dave@rwgreenery.com

EDUCATION:

I earned my Associate of Science Degree in Business Administration from the Austin Community College in June 1987 with a cumulative G.P.A. of 3.32/4.00 with a 4.00/4.00 G.P.A. in my Business Management, Accounting and Business Calculus courses.

EMPLOYMENT HISTORY:

Project Manager/Estimator: Red & White Greenery, Inc./Manager: Organicare Texas
June 2010 to present

Duties

- Preparation of maintenance and tree work cost estimates and proposals
- Supervision of the landscaping, tree trimming and maintenance crews
- Management of OrganicareTexas division providing chemical and fertilizer applications

Accomplishments

- Maintained the following certifications:
 - TNLA Certified Landscape Professional #298
 - ISA Certified Arborist TX-3306 w/Oak Wilt Treatment certification
 - TDA Certified Pesticide Applicator Lic. #442469
 - Licensed Irrigator Lic. #023423
- Assumed management of sister company Organicare Texas in September 2015 in addition to my regular duties at Red & White Greenery, Inc. to schedule all chemical and fertilizer applications and oversee daily operations of this division

Estimator/Project Coordinator: L&R Landscape Services, Inc.
January 1994 to June 2010

Duties

- Preparation of landscape construction cost estimates and proposals
- Supervision of the Landscape Installation and Maintenance Divisions
- Coordination of project functions between landscaping, irrigation and hardscaping construction divisions
- Preparation of billing and progress draw forms
- Procurement of trees, shrubs, soils and other landscape materials

Accomplishments

- Assisted owners in increasing sales to multi-million dollar level
- Participated in creating several award-winning construction projects
- Obtained the following certifications:
 - TNLA Certified Landscape Professional #298
 - ISA Certified Arborist TX-3306 w/Oak Wilt Treatment certification
 - TDA Certified Pesticide Applicator Lic. #442469

Administrative Assistant: University of Texas Austin Physical Plant
September 1987 to December 1993

Duties

- Coordinated providing services for Program Events including Commencement Graduation Ceremonies, Class Registration and various other symposiums, receptions and lectures.
- Scheduled utility service interruptions with Faculty/Staff to perform maintenance and repair work
- Supervised staff of three taking campus maintenance trouble calls

EMPLOYMENT HISTORY (cont.):

- Served as Network Administrator for the Physical Plant computer network serving more than thirty Macintosh Computers, performing installation/troubleshooting of various software packages and Virus Protection

Accomplishments

- Created and wrote Program Events and Service Interruption Procedural Desk Guides
- Assisted with the preparation of a successful proposal to replace outdated Telex terminals with Macintosh Computers

Administrative Assistant: Landscape Maintenance & Construction Co.
November 1983 to April 1986

Duties

- Prepared contract bid proposals from cost estimates
- Generated balanced weekly/quarterly payroll computer reports
- Maintained plant and tree inventory records
- Composed business correspondence
- Posted and filed transactions to account journals and ledgers

Accomplishments

- Hired as temporary assistant, but asked to stay with company to provide computer support and learn cost estimating
- Installed payroll and word processing software on Kaypro 10 computer
- Coordinated communications between architects, contractors, developers and suppliers to produce accurate cost estimates

Manager: Pizza Hut, Inc. Restaurants
March 1979 to October 1983

Duties

- Recruited and trained personnel
- Completed sales analysis, payroll and cost control reports
- Organized and scheduled daily production and cleaning activities
- Implemented product promotion marketing plans

Accomplishments

- Chosen to run national test market store for which I wrote the service specifications.
- First manager to show a profit for three consecutive accounting periods at this store
- Developed several new test products and promotional ideas including delivery service to the U.T. campus, discounts for voluntary service organizations and a blood drive program
- After returning to college in January 1983, I prepared the weekly cost control bookwork for another manager part-time with a variance to the computer-generated profit and loss statement of less than 1%

ADDITIONAL SKILLS:

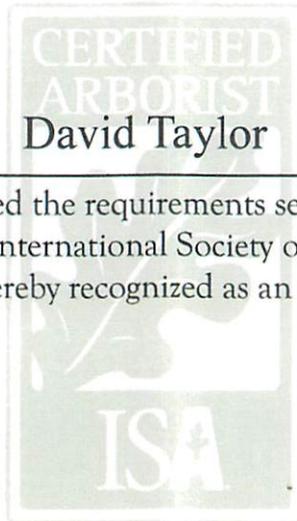
- Graduate of the Basic and Advanced Lifespring Positive Motivational Courses
- Served as the 2000, 2006 and 2008 Presidential Election Judge for Travis County
- Served in the following positions:
 - President/Treasurer for the Old Town Neighborhood Assoc.
 - President/Treasurer of the Northeast Travis County Democrats
 - Chairman of the Pflugerville Tree Care Advisory Board
 - Chairman of the Pflugerville Architectural Advisory Board

REFERENCES: Available upon request

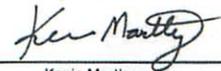
INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

David Taylor

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture



Kevin Martlage
Director of Professional Development
International Society of Arboriculture

TX-3306A
Certification Number

5 Feb 2005
Certified Since

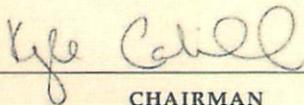
30 Jun 2020
Expiration Date



David Taylor

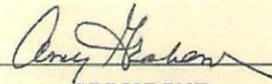
#298

The above named is hereby recognized as a
Texas Certified Landscape Professional,
having fulfilled the requirements of the Certification Committee of the
Texas Nursery & Landscape Association



CHAIRMAN

TNLA Certification Committee



PRESIDENT

Texas Nursery & Landscape Association

Valid Through

June 30, 2019

The Texas Certified Landscape Professional certification is a program of the Texas Nursery & Landscape Association

Exhibit "A"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ♦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed LICENSED IRRIGATOR certificate and pocket card.

<u>CATEGORY</u>	<u>TEST SCORE</u>
HYDRAULICS	98
BACKFLOW PREVENTION	95
INSTALLATION	94
DESIGN	100

CONTACT INFORMATION
LANDSCAPE IRRIGATION LICENSING
(512)239-6719

For general information about licensing visit:

www.tceq.texas.gov/licensing

Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

RECEIPT OF PAYMENT

Fee Type: NEW APPLICATION

Date Fee Paid: 04/17/2017

Amount Paid: \$ 111.00

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

DAVID S TAYLOR

Is hereby licensed as a
LICENSED IRRIGATOR

License Number

LI0023423

Expires

08/31/2020

David S. Taylor
SIGNATURE

R. Q. A. Hylb
EXECUTIVE DIRECTOR

TCEQ VIPP Form oce3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

DAVID S TAYLOR

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: LI0023423

Issue Date: 08/08/2017

Expiration Date: 08/31/2020

R. Q. A. Hylb

Executive Director

Texas Commission on Environmental Quality

Exhibit "A"

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)

Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

TEXAS DEPARTMENT OF AGRICULTURE
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

COMMERCIAL PESTICIDE APPLICATOR LICENSE

DAVID TAYLOR



PO BOX 126
GEORGETOWN TX 78627

TDA Client No: 00341831
License No: 0442469
Effective Date: 02/28/2019
Expires: 02/29/2020



Front side

Categories: 3A

Descriptions:

1A Field Crop	3A Landscape Maint
1B Fruit, Nut, & Veg	3B Nursery Plant Prod
1C Pasture & Rangeland	4 Seed Treatment
1D Vertebrate Pest	5 Vegetation Mgmt
1E Farm Commodity Pest Control	6 Aquatic
1F Animal Health	7 Demonstr & Research
1G Citrus	8 Reg Pest Control
1H Livestock Prot Collar	9 Aerial Application
1I M-44 Device	11 Soil Fumigation
2 Forest Pest Control	12 Public Health Pest Control (Vector)

Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

DAVID TAYLOR
PO BOX 126
GEORGETOWN TX 78627

TDA Client No: 00341831
License No: 0442469
Effective Date: February 28, 2019
Expires: February 29, 2020
Categories:



3A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

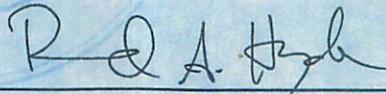
Be it known that

JASON L FULLER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: LI0016241
Issue Date: 09/15/2016
Expiration Date: 08/31/2019



*Executive Director
Texas Commission on Environmental Quality*