

MEMORANDUM

TO: Judge Robert Hebert
County Judge

B15-008 (1)

8-26-14
#416

FROM: Debbie Kaminski
Assistant Purchasing Agent

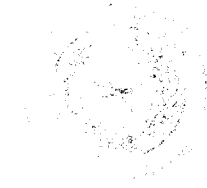
SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on August 26, 2014. Thank you.

DATE: August 27, 2014

→ **RETURN TO:** Norma Weaver
Administrative Assistant
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

Bio Landscape & Maintenance, Inc.

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Mowing Services for County Right-of-Ways
and Finish Cut Mowing Services of County Right-of-Ways
BID 15-008**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than
48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover
of document.
- Vendors may not submit responses via email or fax.

BIO Landscape and Maintenance, Inc.
Legal Name of Contracting Company

Bryan Hose
Contact Person

10892 Shadow Wood Dr. Houston Tx 77043
Complete Mailing Address

713-462-8552
Telephone Number

713-690-6461
Facsimile Number

bryan@biolandscape.com
Email Address

Bryan Hose
Signature

8/5/14
Date

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Mowing Services for County Right-of-Ways
and Finish Cut Mowing Services of County Right-of-Ways
BID 15-008**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to
assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, August 7, 2014
1:30 PM (Central)

LABEL ENVELOPE:

Bid 15-008
MOWING SERVICES

**ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.**

**BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.**

Results will not be given by phone.
Results will be provided to bidders
in writing after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests
for information must be in writing and
directed to:

Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

Initials of Bidder: BH

- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

Initials of Bidder: BH

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

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- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

Initials of Bidder: BH

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

Initials of Bidder: BH

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
 - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

Initials of Bidder: BH

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide mowing services for Fort Bend County right-of-ways and finish cut mowing of County right-of-ways, as specified herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2014** through **30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

Initials of Bidder: BH

6.0 REFERENCES:

Bidders must submit, with bid, a minimum of three (3) references of current contracts (similar or larger operations) with whom they have maintained a contract for at least one (1) year. Dates for which the referenced work was performed, representative which can be contacted, telephone number and mailing address must be included for each reference.

7.0 INSURANCE:

- 7.1 All vendors must submit, with Bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, vendors may submit, with Bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of request for quote.
- 7.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 7.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 7.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

Initials of Bidder: BA

- 7.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 7.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 7.6 No cancellation of or material change to the policies may be made without sixty (60) days prior, written notification to Fort Bend County.
- 7.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
- 7.8 All insurance companies must maintain A.M.Best's rating of A-VII or higher.

8.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 8.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 8.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

Initials of Bidder: BH

- 8.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 8.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 8.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 8.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

9.0 CONTRACTOR INFORMATION:

Bidders must complete and submit, with bid, the Contractor Information Sheet (Sections 14.0 and 15.0).


10.0 BID AWARD:

- 10.1 The award of this contract will be made by lowest and best bidder per section.
- 10.2 The criteria utilized by Fort Bend County for determining the lowest and best bidder includes, but is not limited to, whether the bidder meets Fort Bend County's published specifications, the bidder's experience, skill, ability, possession of the necessary facilities or equipment, insurance, and bid price.

Initials of Bidder: BH

11.0 MOWING OF COUNTY RIGHT-OF-WAYS:

- 11.1 Contractor shall furnish all labor, equipment, fuel, and supervision to mow or shred plant growth along county right-of-ways as required by the County Road Commissioner.
- 11.2 Fort Bend County will replace any and all traffic control devices damaged during mowing (i.e. stop signs, bridge markers). However, Fort Bend County reserves the right to deduct \$154.00 per traffic devise from Contractors invoice.
- 11.3 Contractor is responsible for mowing right-of-ways from right-of-way to right-of-way line.
- 11.4 Proper equipment must be used for the designed use.
 - 11.4.1 Slope mowers are to be used for mowing of ditches and back slopes that cannot be reached by other equipment.
 - 11.4.2 15' mowers are to be used on wide areas and slight sloped ditches.
 - 11.4.3 5' or 6' mowers are to be used to trim and other areas as directed by the Fort Bend County Road Commissioner.
- 11.5 Work must commence and cease in accordance with Road and Bridge hours of operation, unless otherwise authorized by the Fort Bend County Road Commissioner.
- 11.6 The unit of measurement for mowing shall be per acre and shall consist of one complete mowing of the required area.
- 11.7 Contractor shall submit invoices for the actual mowing accomplished to the Fort Bend County Road Commissioner's Office. Mowing will be paid for at the unit bid price, per acre and shall be full compensation for furnishing all labor, materials, supervision, equipment and supplies required to complete all items of work specified herein.
- 11.8 The mowing period shall begin on or about January 1st, and continue through December 30th. The successful contractor shall be notified three (3) days in advance of proposed cycle mowing date. The contractor shall complete all mowing within the specified work time unless raining, acts of God, or notification by the Fort Bend County Road Commissioner has prevented this from being accomplished. The contractor shall notify the Fort Bend County Road Commissioner for an inspection of the finished mowing site and receive signed approval for acceptance of completed work.
- 11.9 The Fort Bend County Road Commissioner will direct mowing locations, time frame and acreage.

Initials of Bidder: 

11.10 Estimated Acreage:

Fort Bend County estimates that approximately 1500 acres of County right-of-ways will require mowing during the period of this contract.

11.11 Minimum Equipment Required:

Vendors are required to provide the following minimum amount of equipment when performing work for Fort Bend County. Failure to do so is grounds for cancellation:

Tractors with Slope Mowers – 1 each
15' Mowers – 4 each
5' or 6' Mowers – 1 each

12.0 FINISH CUT MOWING OF COUNTY RIGHT-OF-WAYS:

12.1 Estimated Acreage:

Fort Bend County estimates that approximately 150 acres of County right-of-ways will require finish cut mowing during the period of this contract.

12.2 Equipment:

12.2.1 Rotary mowers will normally be required to mow right-of-ways. Mowers shall have adjustable cutting heights (maximum of 4" and minimum of 2-1/2"). All mowers shall be equipped with safety chains to prevent damage to property and persons by debris expelled from under the mower. Mowers shall be equipped with chains of sufficient length and spacing around the mower to prevent debris from exiting from beneath the mower deck.

12.2.2 All mowers shall be kept in good operating condition and shall be maintained at all times to provide clean, sharp cuts of vegetation.

12.3 Execution Of Work:

12.3.1 Prior to beginning operations, Fort Bend County shall arrange a conference between the Road and Bridge Department and the contractor. In this meeting, the contractor will outline contractor's proposed mowing procedures and submit contractor's plans for performing the work with safety for the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

Initials of Bidder: BH

- 12.3.2 Mowing times will be determined by Fort Bend County. Mowing cycle from April through October is two (2) times per month. Mowing cycle from November through March is one (1) time per month.
- 12.3.3 The contractor shall mobilize within a 48 hour notice from Fort Bend County Road and Bridge and shall complete each mowing cycle within seven (7) working days unless prevented by weather conditions. Any weather related time extensions requested by the contractor and granted by the County should be in writing. The contractor shall notify the County representative to request inspection of each finished mowing site and receive approval by the County for acceptance of completed work.
- 12.3.4 If the contractor fails to complete the work within each seven (7) day mowing cycle time, or extension time granted in writing by the County, then the contractor shall pay to the County, as liquidated damages, the sum of one hundred (\$100) dollars for each working day that the contract is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the County may withhold from the contractor's compensation such sums as liquidated damages.
- 12.3.5 Mowers shall be operated at speeds appropriate to produce quality cutting.
- 12.3.6 Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed strands of vegetation or areas not uniformly cut will be re-cut at no additional expense subject to final approval by the County.
- 12.3.7 The required mowing areas are located through-out Fort Bend County and shall include right-of-way curbed line to fence line, right-of-way down slopes, channel bottoms and tops of banks from the top of slope to the boundary, to designated width or, to obstruction such as fence, or assigned berm width.
- 12.3.8 Ruts, holes and other disfigurement caused by the contractor's mowing equipment shall be the responsibility of the contractor to restore to original condition. If contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the County representative before commencing work.
- 12.3.9 The contractor shall not park unattended equipment within thirty (30) feet of travel lanes or streets.
- 12.3.10 Fort Bend County reserves the right to add and/or delete roads and streets.
- 12.3.11 Prior to roads and streets being added, Fort Bend County will evaluate with the Contractor.

Initials of Bidder: BH

12.4 Edging:

All sidewalks, curb lines, medians, and other surfaces in the Fort Bend County right-of-way, which turf grass, or weeds can grow, will be edged with an edger (not a weed eater) on the same day of mowing.

12.5 Line Trimming:

All railing, posts, fence lines, retaining walls, structures and other protruding obstacles around which turf grass, rye grass, or weeds can grow must be cleared with a weed eater on the same day of mowing.

12.6 Debris Thrown on the Roadway:

The contractor shall immediately remove and properly dispose of any debris thrown on any roadway (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately.

12.7 Litter:

The contractor shall provide litter and all debris pick-ups prior to each mowing cycle on every acre of the mowing area. Debris includes, but is not limited to, tires, shopping carts, stake signs and tree limbs. Contractor will be required to cooperate with others to avoid mowing of litter as directed by the County.

12.8 Wildflowers:

The contractor shall conduct all mowing operations so as to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by the County.

12.9 Inspections and Acceptance of Work:

Fort Bend County reserves the right to inspect the work under contract at any time for final acceptance.

12.10 Contractor Supervision:

The contractor shall provide, at contractor's own expense, competent, full-time supervision of the work at all times while work is in progress. All work shall be performed and completed in a thorough, workmanlike manner by skilled and experienced workers, and in accordance with the latest proven practices of the trade.

12.11 Compliance with Codes:

Contractor shall comply with all County, State and Federal Codes, Laws, in force at the time of award of contract and applicable to such work. Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

13.12 Storage:

Fort Bend County does not assume responsibility for any materials, tools and equipment stored on or about the premises. The contractor upon completion of the work shall clear each area of all items.

12.13 Protection:

The contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract. These safety and protection devices must be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

12.14 Daily Cleanup:

The contractor shall confine to the site all materials and refuse generated by his operations. Materials and/or equipment, which are stored on-site, shall be stored in an orderly manner. Materials, which become scattered in adjacent areas, shall be collected and returned to the site or otherwise satisfactorily disposed.

12.15 Responsibility For Property:

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. Fort Bend County shall not be responsible for loss or damage to contractor's property from any cause.

12.16 Assignment:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

Initials of Bidder: BH

13.0 CONTRACTOR INFORMATION SHEET FOR MOWING OF RIGHT-OF-WAYS:

Bidders are required to complete the following information. This information may be utilized to determine the award for this contract.

Number of tractors and mowers proposed to use: 5 tractors / 5 mowers
Estimated value of current mowing equipment inventory: 2 million +
Number of years in business: 30+ years
Will your company subcontract mowing on this contract: Yes: _____ No: ✓

List three companies or governmental agencies where mowing has been performed during June 2013 through June 2014:

1. Company Name: Harris County Pct. 1
Contact Person: Ed Stewart
Title: Chief Inspector
Telephone Number: 832-274-8011
Dates Work Performed: March 2011 - present
2. Company Name: League City
Contact Person: Vidal De Leon
Title: Storm Water Mgmt. Division Supervisor
Telephone Number: 832-858-3316 or 281-554-1090
Dates Work Performed: March 2003 - present
3. Company Name: TXDOT
Contact Person: Rhonda Lange
Title: Contract Specialist
Telephone Number: 281-464-5545 or 713-636-7404
Dates Work Performed: October 2010 to present

Initials of Bidder: BH

14.0 CONTRACTOR INFORMATION SHEET FOR FINISH CUT MOWING:

Bidders are required to complete the following information. This information may be utilized to determine the award for this contract.

Number of tractors and mowers proposed to use: (4) 1545 - John Deere mowers
Estimated value of current mowing equipment inventory: 2 million +
Number of years in business: 30 + years
Will your company subcontract mowing on this contract: Yes: _____ No: ✓

List three companies or governmental agencies where mowing has been performed during June 2013 through June 2014:

1. Company Name: Harris County Pct. 2
Contact Person: Ed Stewart
Title: Chief Inspector
Telephone Number: 832-274-8011
Dates Work Performed: May 2012 - present
2. Company Name: City of Missouri City
Contact Person: Randy Troxell
Title: Parks & Recreation Assistant Director
Telephone Number: 281-253-2726 or 281-403-8500
Dates Work Performed: January 2004 - present
3. Company Name: City of Rosenberg
Contact Person: John Maresk
Title: Assistant City Manager
Telephone Number: 832-595-3500
Dates Work Performed: March 2011 - present

Initials of Bidder: BH

***Amended 8.4.14**

15.0 BID PRICE FOR MOWING OF RIGHT-OF-WAYS:

Bid price to furnish all labor, materials, equipment, tools and supervision necessary to complete mowing of County right-of-ways.

Unit bid price, per acre, as specified herein: \$ \$17.90

***16.0 BID PRICE FOR FINISH CUT MOWING OF COUNTY RIGHT-OF-WAYS:**

Bid price to furnish all labor, materials, equipment, tools and supervision necessary to complete finish cut mowing of County right-of-ways.

16.1 Price per Acre of Finish Cut Mowing: \$ 42.00/per acre

16.2 Price per Cycle: 150 acres x price per acre: \$ 6,300/per cycle

*16.3 Nineteen Cycle Cost: 19 cycles x cycle cost: \$ 119,700/total

17.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact will be Ms. Cheryl Krejci, CPPB, Senior Buyer, cheryl.krejci@fortbendcountytexas.gov.

18.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

18.1 Vendor Form

18.2 W9 Form

18.3 Tax Form/Debt/Residence Certification

Initials of Bidder: BH

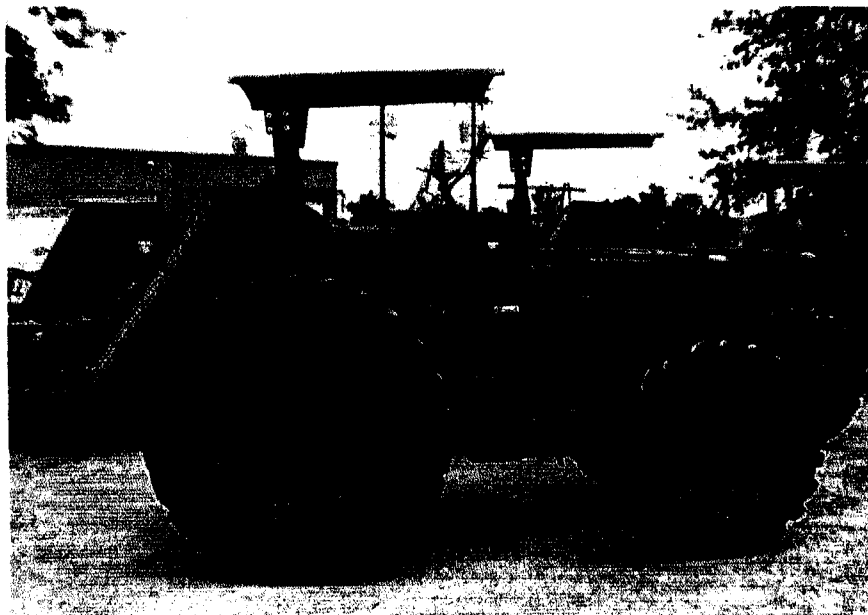
Tractor Department Truck & Equipment List

Trucks:

- (9) Chevrolet 1500 (1/2 ton) crew trucks
- (15) Chevrolet 2500 (3/4 ton) crew trucks
- (3) Chevrolet 3500 (1ton) crew trucks
- (2) Ford F550 flat bed transport trucks
- (3) Transport Trailers 33'

Equipment:

- (42) John Deere Tractors
- (4) John Deere Boom Mowers
- (38) Rhino 15' Batwing Cutters
- (6) Bush Hog 6' Cutters
- (3) Rhino 6' Cutters
- (97) Brush Line Trimmers
- (4) Honda Quad Runners (Trimmers Transport)



BIO LANDSCAPE AND MAINTENANCE TRUCKS AND TRAILERS FOR THE TRACTOR DEPARTMENT

DEPT	UNIT	DESCRIPTION	PLATE	VIN	COST	MAKE	MODEL
TR	70	1994-C2500-MA-7.4L -AUTO	AD35564	1GCGC29N6RE307656	\$ 15,600.00	CHEVY	C2500
TR	84	1998-C2500-TR-5.7L -AUTO	37YKF2	1GCGC29RXWE173376	\$ 19,730.00	CHEVY	C2500
TR	85	1998-C2500-TR-5.7L -AUTO	61FXD5	1GCGC29R4WE173373	\$ 19,730.00	CHEVY	C2500
TR	86	1998-C2500-MA-5.7L -AUTO	62FXD5	1GCGC29R5WE175309	\$ 19,730.00	CHEVY	C2500
TR	97	1999-C2500-TR-5.7L -AUTO	03KPD5	1GCF29T9XZ153606	\$ 21,000.00	CHEVY	C2500
TR	98	1999-C2500-TR-5.3L-NBS-A	13MWT5	1GCF29TXXZ145370	\$ 22,302.00	CHEVY	C2500
TR	99	1999-C2500-TR-5.7L -AUTO	96HBG9	1GCGC23R3XF065699	\$ 22,305.00	CHEVY	C2500
TR	101	1999-C2500-TR-5.7L -AUTO	59MXM5	1GCGC29R1XF077194	\$ 20,763.00	CHEVY	C2500
TR	102	1999-C3500-TR-7.4L -STAN	58MXM5	1GCHC39J0XF077904	\$ 22,894.00	CHEVY	C3500
TR	107	1999-C2500-TR-5.7L -AUTO	14SYB9	1GCGC29R2XF078256	\$ 20,763.00	CHEVY	C2500
TR	109	1999-C3500-TR-7.4L -STAN	10SXY9	1GCHC39J5XF078806	\$ 22,994.00	CHEVY	C3500
TR	110	1999-C2500-TR-5.7L -AUTO	11SXY9	1GCGC29R9XF082708	\$ 20,763.00	CHEVY	C2500
TR	124	1995-C2500-TR-5.7L TBI -AUTO	50HBN9	1GCGC29K4SE272210	\$ 13,000.00	CHEVY	C2500
TR	129	2000-C1500-TR-4.8L-VOR-NBS-A	DB71P	2GCEC19V0Y1304740	\$ 20,613.00	CHEVY	C1500
TR	134	2000-C3500-MA -7.4L VORTEC	75MXJ5	1GCHC39J3YF495326	\$ 22,973.00	CHEVY	C3500
TR	135	2000-C3500-TR-7.4L VORTEC-STA	31PDN2	1GCHC39J4YF496002	\$ 22,973.00	CHEVY	C3500
TR	144	2000-C2500-TR-5.7L-AUTO	29MXH5	1GCGC29R5YF497624	\$ 21,107.00	CHEVY	C2500
TR	147	2000-C2500-TR-5.7L VORTEC -AU	74MXH5	1GCGC29R1YF497474	\$ 21,107.00	CHEVY	C2500
TR	148	2000-C2500-TR-5.7L-AUTO	73MXH5	1GCGC29RXYF495951	\$ 21,107.00	CHEVY	C2500
TR	149	2000-C2500-TR-5.7L VORTEC	30PDW2	1GCGC29R7YF497284	\$ 21,107.00	CHEVY	C2500
TR	158	2001-C2500-TR-6.0L VORTEC-AUT	93PYR7	1GCHC29U41E173097	\$ 24,000.00	CHEVY	C2500
TR	160	2001-C2500-TR-6.0L VORTEC-AUT	37ZVJ7	1GCHC29U31E169249	\$ 29,000.00	CHEVY	C2500
TR	161	2001-C2500-TR-6.0L -AUTO	36ZVJ7	1GCHC29U61E237124	\$ 29,000.00	CHEVY	C2500
TR	162	2001-C2500-TR-6.0L -AUTO	DB68P	1GCHC29U51E237163	\$ 29,000.00	CHEVY	C2500
TR	163	2001-C2500-TR-6.0L -AUTO	38ZVJ7	1GCHC29U51E239382	\$ 29,000.00	CHEVY	C2500
TR	166	2001-C1500-TR-4.8L-AUTO	82YJS2	2GCEC19V921139228	\$ 22,000.00	CHEVY	C1500
TR	174	2005-C2500-TR-6.0L-VORT-AU-EXT	AM21388	1GCHC29U45E239962	\$ 21,121.00	CHEVY	C2500
TR	177	2005-C1500-MA-4.3L-VORT-AU	AS12329	1GCEC19X55Z254910	\$ 17,840.00	CHEVY	C1500
TR	178	2005-C1500-MA-4.3L-VORT-AU	AS12246	1GCEC19X85Z254934	\$ 17,840.00	CHEVY	C1500
TR	179	2005-C2500-TR-6.0L-VOR-A-E-4X4	AS12342	1GCHK29U45E240239	\$ 24,424.00	CHEVY	C2500 4X4
TR	180	2005-F350-TR-6.0L-AUTO-FLATBED	AS12344	1FDDW36P35EC20897	\$ 32,314.00	FORD	F350
TR	185	2006-C1500-TR-4.3L-VORT-AU	08TSN3	1GCEC19X16Z268529	\$ 15,795.00	CHEVY	C1500
TR	186	2006-C1500-TR-4.3L-VORT-AU	AS12283	1GCEC19XX6Z268271	\$ 16,064.00	CHEVY	C1500
TR	199	2006-C2500-TR-6.0L-VORT-AU SILVERADO	58THK4	1GCHC29U26E270788	\$ 23,889.00	CHEVY	C2500
TR	209	2007-C1500-MA-4.3L-VORT-AU	35BJH6	1GCEC19X97Z603246	\$ 21,363.76	CHEVY	C1500
TR	210	2007-C1500-MA-4.3L-VORT-AU	24TRB5	1GCEC19X37Z603453	\$ 21,363.76	CHEVY	C1500
TR	211	2007-C1500-TR-4.3L-VORT-AU	23TRB5	1GCEC19X27Z603010	\$ 21,363.76	CHEVY	C1500
TR	213	2007-C3500-4X4-TR-6.6L-A/M	31TPY5	1GBJK33D57F163205	\$ 36,601.34	CHEVY	C3500
TR	274	2001-FORD F250 4X4-100 SPRAY TR	38PZY7	1FTNW21F41EC63888	\$ 14,625.00	FORD	F250 4X4
TR	275	2002-FORD F350 MA 4X4-NO	25YGX2	1FTSW31F02EA20749	\$ 13,500.00	FORD	F350 4X4
TR	280	2004-CHEV 2500 4X4-NO	AP30243	1GCHK23194F121612	\$ 9,000.00	CHEVROLET	C2500
TR	288	2006-FORD F250 4X4-NO	93DZM4	1FTSW21PX6ED74528	\$ 12,000.00	FORD	F250 4X4
TR	289	2006-FORD F250 4X4-NO	AG18101	1FTSW21PX6ED74158	\$ 12,000.00	FORD	F250 4X4
TR	291	2007-FORD F450 PU-FLATBED	78FZD5	1FDXW47PX7EA25584	\$ 21,750.00	FORD	F450
TR	314	2009-TC5C042-TR-DURAMAX-AUTO	2PW808	1GDE5C1919F401066	\$ 48,138.56	GMC	TC5C042 C5500
TR	323	2010-C2500-TR-V8-AUTO	AM11731	3GCRKPEA0AG237774	\$ 30,769.53	CHEVY	C1500
TR	353	1995-FORD VAN-MA-4.3L-A/M	993DRL	1FBJS31H9SHA97597	\$ 1,800.00	FORD	VAN LL
TR	356	2000-C35- VAN-TRSW	94KXR6	1GAHG39R1Y1127937	\$ 4,800.00	CHEVY	C35
TR	3	GOOSE TANDEM SINGLE DUMP	12764E	A10746	\$ 2,758.00	TRAILER	TRAILER
TR	10	BUMPER TANDEM SINGLE SIDED DROPGATE 16'	41074B	NONE	\$ 702.00	TRAILER	TRAILER
TR	48	BUMPER TANDEM SINGLE BASKET DROPGATE 20'	36ZYPJ	17YBP2023WB016945	\$ 1,395.00	TRAILER	TRAILER
TR	80	GOOSE TANDEM DOUBLE FLAT RAMP 33'	94ZLBN	17YGN332XYB019633	\$ 7,058.00	TRAILER	TRAILER
TR	81	GOOSE TANDEM DOUBLE FLAT RAMP 33'	19YWZN	17YGN3321YB019634	\$ 7,058.00	TRAILER	TRAILER
TR	82	GOOSE TANDEM DOUBLE FLAT RAMP 33'	23775A	17YGN3323YB019635	\$ 7,058.00	TRAILER	TRAILER
TR	86	BUMPER TANDEM SINGLE BASKET DROPGATE 18'	67ZNLH	5FVBU1826YB000168	\$ 3,075.00	TRAILER	IRONHORSE
TR	97	BUMPER TANDEM SINGLE FLAT RAMP 20'	69XYHL	13ZRP20931006257	\$ 1,749.00	TRAILER	PARKER
TR	110	BUMPER TANDEM SINGLE SIDED DROPGATE 20'	55ZVKR	5NKBC20268P003752	\$ 4,540.68	TRAILER	TEXAN
TR	111	BUMPER TANDEM SINGLE SIDED DROPGATE 20'	74622F	5NKBC20288P003753	\$ 4,540.68	TRAILER	TEXAN
TR	112	BUMPER TANDEM SINGLE FLAT RAMP 20'	43ZVLV	4R7BU20298T087839	\$ 2,465.60	TRAILER	TOPHAT

QTY	ITEM	SER	DESCRIPTION	MODEL	SERIAL #	UNIT PRICE	DEPT	CREW
1	4-WHEELER		2007 MODEL	TRX250TM	1HFTE210374706560	\$3,250.00	TRACT	MISC
1	4-WHEELER		HONDA--45-	2007TFX25	1HFTE214X74712830	\$3,719.73	TRACT	MISC
1	4-WHEELER		HONDA--45-	2007TFX25	1HFTE214574717949	\$3,719.73	TRACT	MISC
1	4-WHEELER		2007 MODEL	TRX250TM	1HFTE210074703549	\$3,250.00	TRACT	MISC
1	4-WHEELER	AC	ALL TERRAI	KUBOTA -	69555	\$3,375.00	TRACT	MISC
1	BLOWER		BLOWER	BR420	361978337	\$372.79	TRACT	MISC
1	BOOM ARM		FOR 50-24--3	BIO	CAP PER CARYL	\$5,913.44	TRACT	MISC
1	BOOM ARM		FOR 50-14--3	7250	CAP PER CARYL	\$4,398.44	TRACT	MISC
1	BOOM ARM		FOR 50-111--	VSA20(BO	07314 01130	\$37,279.74	TRACT	MISC
1	BOOMER			BIO	BIO	\$21.64	TRACT	MISC
1	BOOMER			BIO	BIO	\$21.64	TRACT	MISC
1	BOOTS		BLACK	SIZE 9	BIO	\$19.56	TRACT	MISC
1	BOOTS		BLACK	BIO	BIO	\$19.35	TRACT	MISC
1	BOOTS		BLACK	BIO	BIO	\$19.35	TRACT	MISC
1	BOOTS		BLACK	SIZE 9	BIO	\$19.56	TRACT	MISC
1	BOOTS		BLACK	BIO	BIO	\$19.35	TRACT	MISC
1	BOOTS		BLACK	BIO	BIO	\$19.35	TRACT	MISC
1	BOX BLADE	AC	BOX BLADE	WOODS H	69232	\$50.00	TRACT	MISC
1	CHIPPER	AC	CHIPPER--4	BANDIT 25	30400586	\$12,750.00	TRACT	MISC
1	CUTTER, BUSH HOG 6'		BUSH HOG--	286-02	1207464	\$2,037.75	TRACT	MISC
1	CUTTER, BUSH HOG 6'		BUSH HOG--	286-02	1218080	\$1,790.00	TRACT	MISC
1	CUTTER, BUSH HOG 6'		BUSH HOG--	286-02	1226839	\$2,037.75	TRACT	MISC
1	CUTTER, BUSH HOG 6'		BUSH HOG--	286-02	1228444	\$2,037.75	TRACT	MISC
1	CUTTER, BUSH HOG 6'		BUSH HOG--	286-02	1228430	\$2,037.75	TRACT	MISC
1	CUTTER, BUSH HOG 6'	AC	CUTTER 6--	296R-1	1203990	\$1,050.00	TRACT	MISC
1	CUTTER, BUSH HOG 6'		BUSH HOG--	286-02	1228448	\$2,037.75	TRACT	MISC
1	CUTTER, BUSH HOG 6'	AC	CUTTER 6--	296R-1	1200529	\$1,050.00	TRACT	MISC
1	CUTTER, BUSH HOG 6'	AC	CUTTER 6--	296R-1	1204035	\$1,050.00	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	12437	\$12,303.90	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	12436	\$12,303.90	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR180	10211	\$14,371.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13890	\$14,212.00	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13872	\$14,212.00	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13877	\$14,212.00	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	12438	\$12,303.90	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13891	\$14,212.00	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	12439	\$12,303.90	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13984	\$14,172.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	12441	\$12,303.90	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	12443	\$12,303.90	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13222	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13913	\$14,205.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13914	\$14,205.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13915	\$14,205.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13918	\$14,205.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13970	\$14,205.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13917	\$14,172.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13983	\$14,172.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO--60-R	FR15	13217	\$13,084.50	TRACT	MISC

QTY	ITEM	SER	DESCRIPTION	MODEL	SERIAL #	UNIT PRICE	DEPT	CREW
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13218	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13220	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	11661	\$11,793.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13224	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	12447	\$12,303.90	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13229	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13223	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13225	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13226	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	11660	\$11,793.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13988	\$14,172.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	11662	\$11,793.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	11658	\$11,793.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	11657	\$11,793.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	11659	\$11,793.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	11663	\$11,793.75	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	13221	\$13,084.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR180	10248	\$14,308.98	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR15	12448	\$12,303.90	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR180	10210	\$14,371.50	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR180	10244	\$14,308.98	TRACT	MISC
1	CUTTER, RHINO 15'		RHINO-60-R	FR180	10245	\$14,308.98	TRACT	MISC
1	CUTTER, RHINO 6'		RHINO-60-R	272	11177	\$2,149.52	TRACT	MISC
1	CUTTER, RHINO 6'	AC	RHINO-60-R	272	12220	\$1,050.00	TRACT	MISC
1	CUTTER, RHINO 6'		RHINO-60-R	272	10509	\$2,592.59	TRACT	MISC
1	CUTTER, RHINO 6'		RHINO-60-R	272	11155	\$2,149.52	TRACT	MISC
1	FORK,PALLET		FOR CT LOA	46499	345-0835 4RA20258	\$968.83	TRACT	MISC
1	GENERATOR	AC	10000 WATT	MILLER B	LF262080	\$1,350.00	TRACT	MISC
1	GENERATOR	AC	1000WATT C	PM040185	91160368	\$50.00	TRACT	MISC
1	GENERATOR		3000W-30-0	PM054300	98400416	\$300.00	TRACT	MISC
1	GENERATOR (2005)		5000W-30-6	4PA11-0	1012346886	\$680.89	TRACT	MISC
1	GRINDER		7"	15A	BIO	\$194.84	TRACT	MISC
1	GRINDER		7"	BOS1806E	BIO	\$150.00	TRACT	MISC
1	GRINDER		7"	BOS1806E	BIO	\$150.00	TRACT	MISC
1	LOADER,NEWHOLLAND		RIDING--70-	C190	N7M457096	\$52,600.29	TRACT	MISC
1	MOWER	468	RIDING 40-1	5900789 IS	2013591756	\$11,904.75	TRACT	MISC
1	MOWER	469	RIDING 40-5	5900789 IS	2013855143	\$11,904.75	TRACT	MISC
1	MULCHER,FORESTRY		FRONT OF C	UMLSSL15	06-625	\$22,674.05	TRACT	MISC
1	MULE		RTV1140-45	RTV1140	46811	\$7,477.37	TRACT	MISC
1	MULE		RTV1140-45	RTV1140		\$7,477.37	TRACT	MISC
1	PITCHFORK	AC			BIO	\$25.00	TRACT	MISC
1	PITCHFORK	AC			BIO	\$25.00	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	26048-EFO	BIO	\$156.96	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	26048-EFO	BIO	\$156.96	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	26048-EFO	BIO	\$156.96	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	26048-EFO	BIO	\$156.96	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	26048-EFO	BIO	\$156.96	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	26048-EFO	BIO	\$156.96	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	26048-EFO	BIO	\$156.96	TRACT	MISC

QTY	ITEM	SERIAL	DESCRIPTION	MODEL	SERIAL #	UNIT PRICE	DEPT	CREW
1	PLACARD,MOWERS AH		ROLLUP 48"	26048-EFO	BIO	\$156.96	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$187.12	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$187.12	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$187.12	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$187.12	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$187.12	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$187.12	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$187.12	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$187.12	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$160.52	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$160.52	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$160.52	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$160.52	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$160.52	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$160.52	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$160.52	TRACT	MISC
1	PLACARD,MOWERS AH		ROLLUP 48"	BIO	BIO	\$160.52	TRACT	MISC
1	RAKE		GARDEN	BIO	BIO	\$10.85	TRACT	MISC
1	RAKE		GARDEN	BIO	BIO	\$10.85	TRACT	MISC
1	SPRAYER,TANK MOUNT		200GAL 5.5H	879066	1E139Z20004	\$4,267.39	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	STAND,SIGN		38LB	26000	BIO	\$118.28	TRACT	MISC
1	TILT ASSEMBLY	AC	TILT KIT	KUBOTA L	NONE	\$50.00	TRACT	MISC
1	TRACTOR08	8	RIDING--50-8	JD4400	LV4400H241336	\$15,551.00	TRACT	MISC
1	TRACTOR10	10	RIDING--50-1	JD4300	LV4300H131502	\$15,551.00	TRACT	MISC

QTY	ITEM	SER	DESCRIPTIO	MODEL	SERIAL #	UNIT PRICE	DEPT	CREW
1	TRACTOR111BOOM		RIDING--50-1	T5050 BO	ZAJH07953	\$35,990.73	TRACT	MISC
1	TRACTOR12	12	RIDING--50-1	JD4200	LV4200C125259	\$15,551.00	TRACT	MISC
1	TRACTOR13	13	RIDING--50-1	JD4200	LV4200C224685	\$15,551.00	TRACT	MISC
1	TRACTOR14BOOM	14	RIDING--50-1	JD6300 BO	L06300H184903L (TB-3953)	\$54,900.00	TRACT	MISC
1	TRACTOR15	15	RIDING--50-1	JD4600	LV4600P160061	\$18,759.72	TRACT	MISC
1	TRACTOR18	18	RIDING--50-1	JD4600	LV4600P262535	\$16,800.00	TRACT	MISC
1	TRACTOR24BOOM	24	RIDING--50-2	JD6405 BO	L06405H216147 (TB-4132)	\$52,500.00	TRACT	MISC
1	TRACTOR41	41	RIDING--50-4	JD5525 4X	LV5525S150105	\$28,394.00	TRACT	MISC
1	TRACTOR44	44	RIDING--50-4	JD5525 4X	LV5525S150232	\$28,394.00	TRACT	MISC
1	TRACTOR45	45	RIDING--50-4	JD5525 4X	LV5525S150237	\$28,394.00	TRACT	MISC
1	TRACTOR46	46	RIDING--50-4	JD5525 4X	LV5525S150239	\$28,394.00	TRACT	MISC
1	TRACTOR47	47	RIDING--50-4	JD5525 4X	LV5525S150108	\$28,394.00	TRACT	MISC
1	TRACTOR48	48	RIDING--50-4	JD5525 4X	LV5525S150106	\$28,394.00	TRACT	MISC
1	TRACTOR50	50	RIDING--50-5	JD5525 4X	LV5525S150238	\$28,394.00	TRACT	MISC
1	TRACTOR52	52	RIDING--50-5	JD5525 4X	LV5525S150752	\$29,732.00	TRACT	MISC
1	TRACTOR55	55	RIDING--50-5	JD5525 4X	LV5525S150750	\$29,732.00	TRACT	MISC
1	TRACTOR56	56	RIDING--50-5	JD5525 4X	LV5525S150746	\$29,732.00	TRACT	MISC
1	TRACTOR57	57	RIDING--50-5	JD5525 4X	LV5525S150751	\$29,732.00	TRACT	MISC
1	TRACTOR61	61	RIDING--50-6	JD5525 4X	LV5525S250229	\$31,076.98	TRACT	MISC
1	TRACTOR62	62	RIDING--50-6	JD5525 4X	LV5525S250235	\$31,076.98	TRACT	MISC
1	TRACTOR63	63	RIDING--50-6	JD5525 4X	LV5525S250236	\$31,076.98	TRACT	MISC
1	TRACTOR64	64	RIDING--50-6	JD5525 4X	LV5525S250238	\$31,076.98	TRACT	MISC
1	TRACTOR65	65	RIDING--50-6	JD5525 4X	LV5525S250239	\$31,076.98	TRACT	MISC
1	TRACTOR66	66	RIDING--50-6	JD5525 4X	LV5525S250240	\$31,076.98	TRACT	MISC
1	TRACTOR67	67	RIDING--50-6	JD5525 4X	LV5525S250242	\$31,076.98	TRACT	MISC
1	TRACTOR69	69	RIDING--50-6	JD5525 4X	LV5525S250248	\$31,076.99	TRACT	MISC
1	TRACTOR70	70	RIDING--50-7	JD5525 4X	LV5525S250254	\$31,076.99	TRACT	MISC
1	TRACTOR71	71	RIDING--50-7	JD5525 4X	LV5525S250255	\$31,076.99	TRACT	MISC
1	TRACTOR72		RIDING--50-7	JD5525 4X	LV5525S350167	\$33,158.65	TRACT	MISC
1	TRACTOR73		RIDING--50-7	JD5525 4X	LV5525S350166	\$33,158.65	TRACT	MISC
1	TRACTOR74		RIDING--50-7	JD5525 4X	LV5525S350165	\$33,158.65	TRACT	MISC
1	TRACTOR75		RIDING--50-7	JD5525 4X	LV5525S350168	\$33,158.65	TRACT	MISC
1	TRACTOR76BOOM		RIDING--50-7	JD6415-2	L06415B525242 MF10008	\$35,093.38	TRACT	MISC
1	TRACTOR77BOOM		RIDING--50-7	JD6415-2	L06415B524959 MF10009	\$35,093.38	TRACT	MISC
1	TRACTOR78		RIDING--50-7	JD4520 4X	LV4520P447433	\$22,169.34	TRACT	MISC
1	TRACTOR79		RIDING--50-7	JD5095M-4	LV5095M150074	\$36,015.17	TRACT	MISC
1	TRACTOR80		RIDING--50-8	JD5095M-4	LV5095M150075	\$36,015.17	TRACT	MISC
1	TRACTOR81		RIDING--50-8	JD5095M-4	LV5095M150076	\$36,015.17	TRACT	MISC
1	TRACTOR82		RIDING--50-8	JD5095M-4	LV5095M150080	\$36,015.17	TRACT	MISC
1	TRACTOR83		RIDING--50-8	JD5095M-4	LV5095M150073	\$36,015.17	TRACT	MISC
1	TRACTOR84		RIDING--50-8	JD5095M-4	LV5095M150081	\$36,015.17	TRACT	MISC
1	TRACTOR85		RIDING--50-8	JD5095M-4	LV5095M150082	\$36,015.17	TRACT	MISC
1	TRACTOR86	AC	TRACTOR--5	#104 KUB	53683	\$12,000.00	TRACT	MISC
1	TRACTOR87	AC	TRACTOR--5	#103 KUB	51875	\$9,750.00	TRACT	MISC
1	TRACTOR88	AC	TRACTOR--5	#102 KUB	52564	\$9,750.00	TRACT	MISC
1	TRACTOR89	AC	TRACTOR--5	KUBOTA L	52337	\$12,000.00	TRACT	MISC
1	TRACTOR90	AC	TRACTOR--5	#101 KUB	51953	\$9,750.00	TRACT	MISC
1	TRACTOR91	AC	CASE TRAC	570 XLT	570XLTJJ60223818	\$6,375.00	TRACT	MISC
1	TRACTOR92		RIDING--50-9	JD5095M-4	LV5095M250042	\$32,903.12	TRACT	MISC

QTY	ITEM	SER	DESCRIPTION	MODEL	SERIAL #	UNIT PRICE	DEPT	CREW
1	TRACTOR93		RIDING--50-9	JD5095M-4	LV5095M250045	\$32,903.12	TRACT	MISC
1	TRACTOR94		RIDING--50-9	JD5095M-4	LV5095M250046	\$32,903.12	TRACT	MISC
1	TRACTOR95		RIDING--50-9	JD5095M-4	LV5095M250062	\$36,811.23	TRACT	MISC
1	TRACTOR96		RIDING--50-9	JD5095M-4	LV5095M250063	\$36,811.23	TRACT	MISC
1	TRACTOR97		RIDING--50-9	JD5095M-4	LV5095M250080	\$36,811.22	TRACT	MISC
1	WEEDBUG		FIVE DISC--9	BIO	2	\$3,000.00	TRACT	MISC
1	WEEDBUG		SEVEN DISC	BIO	5	\$3,000.00	TRACT	MISC
1	WEEDBUG		FIVE DISC--9	BIO	3	\$3,000.00	TRACT	MISC
1	WEEDBUG		FIVE DISC--9	BIO	4	\$3,000.00	TRACT	MISC
1	WEEDBUG		FIVE DISC--9	BIO	1	\$3,000.00	TRACT	MISC



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

August 4, 2014

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 15-008 – Mowing Services

Attached is amendment 1. See page 24.

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

BIO Landscape and Maintenance, Inc.
Company Name

Bryan Hoge
Signature of person receiving addendum

8/5/14
Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci

Cheryl Krejci, CPPB
Senior Buyer

**CONTRACT SHEET
BID 15-008**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

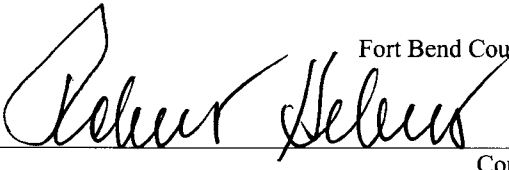
This memorandum of agreement made and entered into on the 26th day of August, 2014,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and
BIO Landscape and Maintenance, Inc. (hereinafter designated Contractor).
(company name)

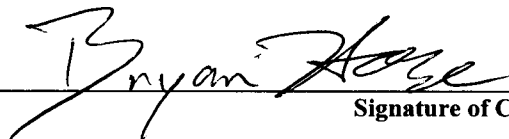
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Mowing of County Right-of-Ways
and/or Finish Cut Mowing-of-County Right-of-Ways** which are hereto attached and made a part hereof, together
with this instrument and the bond (when required) shall constitute the full agreement and contract between parties
and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a
purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 29th day of August, 2014.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Bryan Hose - Director of Operations
Printed Name and Title

BIO LANDSCAPE & MAINTENANCE, INC.

REFERENCES

<u>Name and Address Owner</u>	<u>Scope of Work</u>
<u>City of League City</u> 300 West Walker League City, TX 77573 Vidal de Leon (832-858-3316)	ROW Mowing & Ditch Mowing
<u>City of Missouri City</u> 1522 Texas Parkway Missouri City, TX 77489 Randy Troxell (281-403-8631)	ROW Mowing Finish Mowing
<u>Harris County Flood Control</u> 9900 Northwest Freeway Houston, TX 77002 John Watson (281-924-9508)	Ditch Mowing
<u>Harris County Eng.</u> 1001 Preston 7 th Floor Houston, TX 77002 Ron Campbell (713-755-7012)	ROW Mowing Finish Mowing
<u>Texas Department of Transportation</u> PO Box 1386 Houston, TX 77251 Johnny Guice (713-802-5000)	ROW Mowing
<u>Fort Bend County Road and Bridge</u> 12919 Dairy Ashford Sugar Land, TX Roby Tate (281-980-3724)	ROW Mowing Finish Mowing



CERTIFICATE OF LIABILITY INSURANCE

BIOLA-1

OP ID: SL

DATE (MM/DD/YYYY)

08/06/2014

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412		CONTACT NAME: CHERYL RUST, CPCU, AAI PHONE (A/C, No, Ext): 386-239-4053 FAX (A/C, No): 386-323-9130 E-MAIL ADDRESS: CRUST@BBDAYTONA.COM		
INSURED BIO LANDSCAPE & MAINTENANCE INC 10892 SHADOW WOOD DR. HOUSTON, TX 77043		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Westfield Ins Co		24112
		INSURER B : Texas Mutual Ins Co		22945
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB		CMM5060952	04/30/2014	04/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CMM5060952	04/30/2014	04/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NONE		CMM5060952	04/30/2014	04/30/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	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"/> N/A		TSF 0001212030-TX	04/30/2014	04/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	INS FLTR/CONT EQPT		CMM5060952	04/30/2014	04/30/2015	\$1000 DED 500,000
A	PEST/HERIBICIDE		CMM5060952	04/30/2014	04/30/2015	LIABILITY 1,000,000

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

(A) LEASED/RENTED EQPT POLICY #CMM5060952 EFF 4-30-14 TO 4-30-15 DED \$1,000
LIMIT \$500,000

CERTIFICATE HOLDER**CANCELLATION**

FORTB07

FORT BEND COUNTY
PURCHASING DEPARTMENT
301 JACKSON STE 201
RICHMOND, TX 77469

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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COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #	18-877-1109
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization		
Legal Company Name	Year Business was Established 1980 BIO Landscape and Maintenance, Inc.		
Remittance Address	10892 Shadow Wood Drive		
City/State/Zip	Houston, Tx. 77043		
Physical Address	10892 Shadow Wood Drive		
City/State/Zip	Houston, Tx. 77043		
County	<input type="checkbox"/> Fort Bend County Other: Harris		
Phone/Fax Number	Phone: 713-462-8552 Fax: 713-690-6461		
Contact Person	Bryan Hose		
E-mail	bryan@biolandscap.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).	561730		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (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 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.

Social security number

or

Employer identification number

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

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).

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: BIO Landscape and Maintenance, Inc.

Mailing Address: 10892 Shadow Wood Drive Houston, Tx. 77043

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

2120212

Property address or location**

9570 South Sam Houston Parkway West
Houston, Tx. 77071

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that BIO Landscape
& Maintenance, Inc. is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____
[City and State]