



Amendment No. 3  
to  
Contract No. GA150000021  
for  
Revegetation Materials  
between  
Justin Seed Company  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be November 14, 2019 through November 13, 2020. No option will remain.
- 2.0 The total contract amount is increased by \$158,660.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/14/2014 – 11/13/2017	\$475,985.00	\$475,985.00
Amendment No. 1: Option 1 – Extension 11/14/2017 - 11/13/2018	\$158,660.00	\$634,645.00
Amendment No. 2: Option 2 – Extension 11/14/2018 - 11/13/2019	\$158,660.00	\$793,305.00
Amendment No. 3: Option 3 – Extension 11/14/2019 – 11/13/2020	\$158,660.00	\$951,965.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Edward C Tally III 10/30/2019

Printed Name: Edward C Tally III  
Authorized Representative

Justin Seed Company  
P.O. Box 6  
Justin, Texas 76247  
(940) 648-2751  
tracy@justinseed.com

Sign/Date: Matthew Duree

Matthew Duree  
Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701

11-1-19



Amendment No. 2  
to  
Contract No. GA150000021  
for  
Revegetation Material  
between  
Justin Seed Company  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective November 14, 2018, to November 13, 2019. One option remains.
- 2.0 The total Contract amount is increased by \$158,660.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/14/14 – 11/13/17	\$475,985.00	\$475,985.00
Amendment No. 1: Option 1 11/14/17 – 11/13/18	\$158,660.00	\$634,645.00
Amendment No. 2: Option 2 11/14/18 – 11/13/19	\$158,660.00	\$793,305.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Edward C Tally III 9/29/2018

Printed Name:  
Authorized Representative Edward C Tally

Signature & Date: Matthew Duree 10-22-18

Matthew Duree, Procurement Manager  
City of Austin  
Purchasing Office

Justin Seed Company  
P.O. Box 6  
Justin, Texas 76247



Amendment No. 1  
to  
Contract No. GA150000021  
for  
Revegetation Material  
between  
Justin Seed Company  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective November 14, 2017, to November 13, 2018. Two options remain.
- 2.0 The total Contract amount is increased by \$158,660.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/14/14 – 11/13/17	\$475,985.00	\$475,985.00
Amendment No. 1: Option 1 11/14/17 – 11/13/18	\$158,660.00	\$634,645.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Tracy Tally 11/5/17  
Printed Name: **Tracy Tally**  
Authorized Representative

Signature & Date: Linell Goodin-Brown  
Linell Goodin-Brown, Contract Management Supervisor  
City of Austin  
Purchasing Office 11-8-17

Justin Seed Company.  
P.O. Box 6  
Justin, Texas 76247



**Financial Service Department  
Purchasing Office**  
124 W. 8<sup>th</sup> Street Suite 310 Austin, Texas 78767

November 14, 2014

Justin Seed Company  
Attn: Tracy Tally  
President  
P.O. Box 6  
Justin, Texas 76247

Dear Mr. Tally:

The Austin City Council approved the execution of a contract with your company for Revegetation Material in accordance with the referenced solicitation.

Responsible Department:	Austin Watershed Protection Department
Department Contact Person:	Donna Lee Bliss
Department Contact Email Address:	<a href="mailto:donna-lee.bliss@austintexas.gov">donna-lee.bliss@austintexas.gov</a>
Department Contact Telephone:	512-974-2530
Project Name:	Revegetation Material
Contractor Name:	Justin Seed Company
Contract Number:	MA 6300 GA150000021
Contract Period:	11/14/14 – 11/13/17
Dollar Amount	\$475,980.00
Extension Options:	Three (3) 12-month options (\$158,660 per option)
Requisition Number:	RQM 6300 14071400447
Solicitation Number:	IFB GLB0012
Agenda Item Number:	42
Council Approval Date:	November 6, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this purchase, please contact the person referenced under Department Contact Person above.

Sincerely,

Georgia L. Billela  
Buyer II  
Purchasing Office  
Financial Service Department

cc: Donna Lee Bliss  
Susan Kenzle  
Roxanne Jackson



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
JUSTIN SEED COMPANY ("Contractor")  
for  
Revegetation Material  
MA 6300 GA150000021**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Justin Seed Company having offices at Justin, TX 76247 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB GLB0012.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), GLB0012 including all documents incorporated by reference
- 1.1.3 Justin Seed Company Offer, dated 8/18/14, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$475,980 for the initial Contract term and \$158,660 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**Justin Seed Company**

Edward C Tally III  
Printed Name of Authorized Person

Edward C Tally III  
Signature

President  
Title:

11-12-2014  
Date:

**CITY OF AUSTIN**

Georgia L. Billela  
Printed Name of Authorized Person

GBillela  
Signature

Buyer II  
Title:

11/14/14  
Date:

**CITY OF AUSTIN**

Terry Nicholson  
Printed Name of Authorized Person

T Nicholson  
Signature

Sr. Buyer Spec.  
Title:

11/14/14  
Date:



November 14, 2014

City of Austin  
Purchasing Office  
Box 1088  
Austin, TX 7867-8845

RE MA 6300 GA 15000021 (GLB0012)

As included in contract 1.1.3 subsequent clarifications, Justin Seed Co. will at its best meet the requirements but can't guarantee that seed will be available at all times. An example is that at this time Justin Seed Co. is sold out of Texas Wintergrass.

Sincerely,

A handwritten signature in black ink that reads 'Edward C Tally'. The signature is written in a cursive style with a large, stylized 'E' and 'T'.

Edward C Tally



## CITY OF AUSTIN, TEXAS

### Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

**SOLICITATION NO:** GLB0012

**COMMODITY/SERVICE DESCRIPTION:** Revegetation Material

**DATE ISSUED:** July 28, 2014

**REQUISITION NO.:** 6300 14071400447

**BID DUE PRIOR TO:** August 20, 2014 @ 2:00 PM (CST)

**COMMODITY CODE:** 79020

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**BID OPENING TIME AND DATE:** August 20, 2014 @ 2:15 PM (CST)

Georgia Billela

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

Buyer II

**Phone:** (512) 974-2939

**E-Mail:** [georgia.billela@austintexas.gov](mailto:georgia.billela@austintexas.gov)

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL, 1 COPY, AND 1 ELECTRONIC COPY (THUMB DRIVE/CD) OF YOUR  
RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Justin Seed Co.  
Company Address: Box 6  
City, State, Zip: Justin TX 76247  
Federal Tax ID No. [REDACTED]  
Printed Name of Officer or Authorized Representative: Tracy Tally  
Title: President  
Signature of Officer or Authorized Representative: Tracy Tally  
Date: 8/18/14  
Email Address: Seed@JustinSeed.com  
Phone Number: 940-648-2751

\* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [georgia.billela@austintexas.gov](mailto:georgia.billela@austintexas.gov) no later than close of business five business days before the bid due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

NOTE: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a stated on; planned method of shipment.
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3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of thirty six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**THIS IS A 36 MONTH CONTRACT**

**FIRM FIXED PRICING FOR THE FIRST 12 MONTHS**



**CITY OF AUSTIN  
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4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

Location:

Various Locations thru out the City of Austin

- A. Delivery is to be made within ten (10) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Watershed Protection Department
Attn:	Accounts Payable
Address	505 Barton Springs Road #1200
City, State Zip Code	Austin, Texas 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

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- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**9. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.



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- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor	
Series ID: WPU01PLUS02	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Farm products, processed foods and feeds	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 100%	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Donna Lee Bliss

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Email [donna-lee.bliss@austintexas.gov](mailto:donna-lee.bliss@austintexas.gov)

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Phone 512-974-2530

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Justin Seed Co					
Physical Address	524 S. Hwy 156 Justin TX 76247					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A					
Physical Address	N/A					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A					
Physical Address	N/A					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs.?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name Justin Seed Co.

1. Company's Name Texas Environmental Management  
Name and Title of Contact Bill Bonger  
Present Address Box 369  
City, State, Zip Code Justin TX 76247  
Telephone Number (940) 648-3640 Fax Number ( )  
Email Address wbonger@texasenviro.com

2. Company's Name City of Mesquite  
Name and Title of Contact Travis Sales  
Present Address Box 85037  
City, State, Zip Code Mesquite TX 75185  
Telephone Number (972) 216-6201 Fax Number ( )  
Email Address +sales@cityofmesquite.com

3. Company's Name City of Richardson  
Name and Title of Contact Roger Scott  
Present Address Box 830309  
City, State, Zip Code Richardson, TX 75083  
Telephone Number (972) 744-4130 Fax Number ( )  
Email Address \_\_\_\_\_

**Section 0835: Non-Resident Bidder Provisions**

Company Name Justin Seed Co.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASE SPECIFICATION  
FOR  
REVEGETATION MATERIALS**

**1.0 PURPOSE**

This specification establishes the requirements for the purchase of seeds for use in the revegetation of areas under the management of the City of Austin's Watershed Protection Department (the "City").

Revegetation materials are comprised of various products including winter and summer grass seed mixtures, hydro-mulch materials, and fertilizer. These materials may be applied by hand or mixed and sprayed with a hydro-mulch machine. Re-vegetation of certain PWD-managed areas is required to stabilize and enhance disturbed areas. The process of revegetation also minimizes erosion during the restoration process.

**2.0 SAFETY REQUIREMENTS**

Contractor shall be responsible for having complied with all federal and State of Texas standards, regulations, and laws concerning the sale of revegetation materials including safety, noise and emission control standards applying to both private industry and governmental agencies. Compliance with OSHA safety standards is required.

**3.0 MATERIAL REQUIREMENTS**

**3.1 Seeds**

3.1.1 The mixtures specified below are a combination of native grass, wildflower, and winter cover crop seeds.

3.1.2 All seed shall meet the requirements of the Texas Seed Law (<https://www.texasagriculture.gov/RegulatoryPrograms/SeedQuality/SeedLaw.aspx>). Seed shall be true native and not a variety cultivated for pasture use.

3.1.3 A minimum labeling shall include:

- Pure Live Seed (PLS)
- name and variety of seed
- percentage content
- percentage pure seed
- percentage of other crop seed
- percentage of inert matter
- percentage of weed seeds
- percentage of germination
- test date, lot number, and origin

3.1.4 All seed, except for cool season species, should be collected from within the boundaries indicated on the map in **Appendix A**. This will give the seed the best chance at successful germination and growth in the Austin area.

3.1.5 Seed shall be of the previous season's crop, and the date of analysis shown on each bag shall be within twelve (12) months of the time of delivery to City.



3.1.6 In the event that the seed of one or more grass or wildflower species are not available for the delivery time requested by the City, the Contractor shall contact the City to determine what alternative action to take. Substitution may be allowed, or the quantity of another component(s) of the mix may be increased. If certain specified species are not available, then, at minimum, the seed mixes shall contain at least five species of grasses and four species of forbs. No species may represent more than 15 percent of the total in grasses or in forbs.

3.1.7 Throughout the life of any resulting contract, the City reserves the right to analyze and test a sample of any of the seed mixes furnished by Contractor.

### 3.2 SEED MIXTURES

3.2.1 **Upland Native Seed Mixture**, provided in fifty (50) pound bags, and comprising the following grass and forb species. Species denoted with \* must be included in the mix:

<b>Native Grasses Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Aristida purpurea</i> (Purple Threeawn) *	4.0	6%
<i>Bothriochloa barbinodis</i> (Cane Bluestem)	3.0	1%
<i>Bouteloua curtipendula</i> (Sideoats Grama) *	7.0	10%
<i>Bouteloua gracilis</i> (Blue Grama) *	10.0	6%
<i>Buchloe dactyloides</i> (Buffalo Grass)	24.0	6%
<i>Elymus canadensis</i> (Prairie Wild Rye)	10.0	5%
<i>Leptochloa dubia</i> (Green Sprangletop) *	2.0	10%
<i>Pleuraphis jamesii</i> (Galleta)	10.0	5%
<i>Sporobolus cryptandrus</i> (Sand Dropseed) *	1.0	8%
<i>Sporobolus airoides</i> (Alkali Sacaton)	0.5	5%
<i>Tripsacum dactyloides</i> (Eastern Gama Grass)	3.0	5%
<b>Total</b>		<b>67%</b>

<b>Forbs Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Chamaecrista fasciculata</i> (Partridge Pea) *	20.0	3%
<i>Coreopsis lanceolata</i> (Lanceleaf coreopsis)	10.0	2%
<i>Coreopsis tinctoria</i> (Plains Coreopsis)	2.0	2%
<i>Dalea purpurea</i> var <i>purpurea</i> (Purple Prairie Clover) *	4.0	2%
<i>Engelmannia peristenia</i> (Engelman's Daisy)	18.00	2%
<i>Gaillardia pulchella</i> (Indian Blanket) *	10.0	4%
<i>Helianthus maximiliani</i> (Maximillian Sunflower)	5.0	3%
<i>Lupinus texensis</i> (Texas Bluebonnet) *	20.0	3%
<i>Monarda citriodora</i> (Lemon Mint) *	3.0	3%
<i>Rudbeckia hirta</i> (Black-eyed Susan)	2.0	2%
<i>Thelesperma filifolium</i> (Greenthread)	6.0	3%
<i>Ratibida columnifera</i> (Mexican Hat Red)	2.0	2%
<i>Oenothera speciosa</i> (Pink Evening Primrose) *	1.0	2%
<b>Total</b>		<b>33%</b>

- 3.2.2 **Shade tolerant seed mixture**, provided in fifty (50) pound bags, comprising the following grass and forb species. Species denoted with \* must be included in the mix:

<b>Grass Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Chasmanthium latifolium</i> (Inland Sea Oats) *	12.0	13%
<i>Elymus canadensis</i> (Prairie Wildrye) *	10.0	20%
<i>Elymus virginicus</i> (Virginia Wildrye)	10.0	5%
<i>Nasella leucotricha</i> (Texas Wintergrass) *	15.0	5%
<i>Tripsacum dactyloides</i> (Eastern Gama Grass) *	12.0	12%
<i>Tridens flavus</i> (Purpletop) *	11.0	12%
<b>Total</b>		<b>67%</b>

<b>Forbs Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Asclepias tuberosa</i> (Butterflyweed)	10.0	1%
<i>Callirhoe involucrate</i> (Winecup)	5.0	4%
<i>Coreopsis lanceolata</i> (Lanceleaf Coreopsis) *	10.0	5%
<i>Desmanthus illinoensis</i> (Illinois Bundleflower) *	15.0	4%
<i>Echinacea purpurea</i> (Purple Coneflower) *	10.0	4%
<i>Ipomopsis rubra</i> (Standing Cypress)	6.0	5%
<i>Salvia coccinea</i> (Scarlet Sage) *	8.0	7%
<i>Rudbeckia hirta</i> (Black-Eyed Susan)	2.0	3%
<b>Total</b>		<b>33%</b>

- 3.2.3 **Riparian native seed mixture**, provided in fifty (50) pound bags, comprising the following grass and forb species. Species denoted with \* must be included in the mix:

<b>Grass Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Andropogon gerardii</i> (Bushy Bluestem)	8.0	2%
<i>Chasmanthium latifolium</i> (Inland Sea Oats) *	12.0	5%
<i>Panicum virgatum</i> (Switchgrass) *	4.0	10%
<i>Leptochloa dubia</i> (Green Sprangletop) *	2.0	15%
<i>Sorghastrum nutans</i> (Indiangrass)	6.0	5%
<i>Tripsacum dactyloides</i> (Eastern Gama Grass) *	3.0	10%
<i>Elymus canadensis</i> (Prairie Wildrye) *	10.0	15%
<i>Andropogon gerardii</i> (Big Bluestem)	4.0	5%
<b>Total</b>		<b>67%</b>

<b>Forbs Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Salvia coccinea</i> (Scarlet Sage) *	8.0	8%
<i>Desmanthus illinoensis</i> (Illinois Bundleflower) *	15.0	5%
<i>Rudbeckia hirta</i> (Black-Eyed Susan) *	2.0	5%
<i>Helianthus maximiliani</i> (Maximilian Sunflower) *	4.0	3%
<i>Monarda citriodora</i> (Lemon Mint)	3.0	4%
<i>Oenothera speciosa</i> (Pink Evening Primrose) *	1.0	4%
<i>Coreopsis tinctoria</i> (Plains Coreopsis)	2.0	4%
<b>Total</b>		<b>33%</b>

3.2.4 **Low growing seed mix**, provided in fifty (50) pound bags, comprising the following grass and forb species. Species denoted with \* must be included in the mix:

<b>Grass Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Aristida purpurea</i> (Purple Threeawn) *	4.0	7%
<i>Aristida purpurea</i> var. <i>longiseta</i> (Red Three-awn)	4.0	7%
<i>Bouteloua curtipendula</i> (Sideoats Grama)	7.0	10%
<i>Bouteloua gracilis</i> (Blue Grama) *	10.0	10%
<i>Buchloe dactyloides</i> (Buffalo Grass) *	24.0	10%
<i>Eragrostis trichodes</i> (Sand Lovegrass) *	2.0	7%
<i>Hilaria belangeri</i> (Curly Mesquite)	2.0	3%
<i>Nasella leucotricha</i> (Texas Wintergrass) *	15.0	6%
<i>Pleuraphis jamesii</i> (Sand Dropseed)	1.0	7%
<b>Total</b>		<b>67%</b>

<b>Forb Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Coreopsis tinctoria</i> (Plains Coreopsis)	2.0	4%
<i>Dalea purpurea</i> var. <i>purpurea</i> (Purple Prairie Clover) *	4.0	2%
<i>Desmanthus illinoensis</i> (Illinois Bundleflower)	15.0	5%
<i>Echinacea purpurea</i> (Purple Coneflower)	10.0	5%
<i>Gaillardia pulchella</i> (Indian Blanket) *	10.0	5%
<i>Glandularia bipinnatifida</i> var. <i>binnatifida</i> (Prairie Coneflower)	2.0	4%
<i>Lupinus texensis</i> (Texas Bluebonnet)	20.0	3%
<i>Oenothera speciosa</i> (Pink Evening Primrose) *	1.0	5%
<b>Total</b>		<b>33%</b>



- 3.2.5 **Pollinator Habitat** seed mix, provided in fifty (50) pound bags, comprising the following forb species:

<b>Forb Species</b>	<b>Seed Rate (lbs/acre)</b>	<b>Ideal % in Mix</b>
<i>Asclepias tuberosa</i> (Butterfly weed)	10.0	2%
<i>Asclepias asperula</i> (Antelope horn)	10.0	1%
<i>Centaurea americana</i> (American basketflower)	10.0	8%
<i>Salvia coccinea</i> (Scarlet sage)	8.0	9%
<i>Liatris mucronata</i> (Gayfeather)	10.0	3%
<i>Echinacea purpurea</i> (Purple coneflower)	10.0	10%
<i>Helianthus maximiliani</i> (Maximilian sunflower)	4.0	15%
<i>Gaillardia aestivalis</i> (Prairie gaillardia)	10.0	3%
<i>Monarda citriodora</i> (Lemon mint)	3.0	2%
<i>Glandularia bipinnatifida</i> var <i>bipinnatifida</i> (Prairie verbena)	2.0	8%
<i>Lantana horrida</i> (Lantana)	2.0	2%
<i>Ipomopsis rubra</i> (Standing cypress)	6.0	9%
<i>Gaura lindheimeri</i> (White gaura)	2.0	2%
<i>Thelesperma filifolium</i> (Greenthread)	6.0	8%
<i>Dalea purpurea</i> var. <i>purpurea</i> (Purple Prairie Clover)	4.0	9%
<i>Callirhoe involucrata</i> (Winecup)	5.0	9%
<b>Total</b>		<b>100%</b>

- 3.2.6 **Cool season grass** to be added to any of the above mixes (except Pollinator Habitat. 1.2.5) from September 16 through February 28.

<b>Grass Species</b>	<b>Seed Rate (lbs/acre)</b>
<i>Secale cereale</i> (Cereal Rye Grain)	34.0
<u>Or</u> <i>Avena sativa</i> (Oats)	4.0
<u>Or</u> <i>Pascopyrum smithii</i> (Western Wheatgrass)	6.0

#### 4.0 PERFORMANCE REQUIREMENTS

- 4.1 Contractor shall deliver Materials within ten (10) business days of notification by City.
- 4.2 Contractor shall furnish a shipping ticket with each delivery of material which shows the purchase order number ("DO Number"), unique ticket number that will appear on the invoice, description of item, unit of measure, quantity picked up, and unit price. Price shall be indicated.
- 4.3 Contractor shall have a local stocking location. Occasionally, the City may desire to pick up the Materials if they are available prior to ten (10) business days after notification by City.
- 4.4 Contractor shall replace all non-conforming commodities within five (5) business days of notification by the City, and at no additional cost to the City.
- 4.5 Contractor shall continuously have been in the business of providing the quantities of the commodities described herein for a minimum of three (3) years.
- 4.6 Contractor shall maintain a file with copies of the receipts for the purchase of seeds for the City. City reserves the right to inspect this file at any time during the life of any resulting contract.



## **5.0 CONTRACTOR REQUIREMENTS**

- 5.1 Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.
- 5.2 Prospective bidders shall prove beyond any doubt to the City Purchasing Officer they are duly qualified, capable, bondable, etc., to fulfill and abide by the requirements herein listed.
- 5.3 Contractor shall designate to the City's Contract Manager at least one (1) person within the firm as liaison who has an office phone and cell phone for accessibility. Space is provided for this information on the Bid Sheet.

## **6.0 INVOICING**

Invoices shall be sent to:

City of Austin/Watershed Protection  
Attn: Accounts Payable  
505 Barton Springs Rd., #1200  
Austin, TX 78704

## **7.0 WARRANTY**

The Contractor warrants understanding the scope of all applicable regulations to properly perform the work described in this Specification. Contractor will remain in full compliance with all laws, governmental regulations and orders, and with all terms and conditions specified in permits currently held by the City for this work.

## **8.0 TERMINATION OF SERVICES**

The City reserves the right to terminate the contract for the following specific contract violations. Any violations omitted from this section but which clearly impair the performance of this contract may also lead to contract termination.

- 8.1 Failure of Contractor to provide ordered commodities, of the type and within the time frame established by this specification, in excess of two (2) times per six (6) month period.

## Appendix A



We are basing the collection area on precipitation ranges not to exceed 6 inches above our local average annual rainfall of 30"-34"(EPA) but allowing the other end of the spectrum to fall well below that. This decision comes from the observation that in the past 10 years annual Austin rainfall has been quite variable ranging from 16.07 inches to 52.27 inches with four of those years below 30 inches (NOAA). In addition to precipitation data we are also using EPA Level IV Ecoregion data to select similar ecoregions as they expand beyond the borders of Texas.

**CITY OF AUSTIN, TEXAS  
SECTION 0810  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;



- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**BID SHEET  
CITY OF AUSTIN  
REVEGETATION MATERIALS  
INVITATION FOR BID (IFB) GLB0012**

**Closing Date and Time:** Wednesday, August 20, 2014 at 2:00P.M.(CST)

**Buyer:** Georgia Billela

**Copies of Bid:** Bidder to submit three copies of its signed bid - one original, one copy and one Electronic thumb drive/CD copy.

**Special Instructions:** Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

**Delivery location:** The material(s) shall be delivered to any location within the City of Austin limits.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE 50 pounds	UNIT PRICE	EXTENDED PRICE
1	Upland Native Seed Mix, bag, 50 lb/bag (Item 3.2.1 of the Specification)	80	Bag	\$ 1,095 <sup>-</sup>	\$ 87,600 <sup>-</sup>
2	Shade Tolerant Seed Mix, bag, 50 lb/bag (Item 3.2.2 of the Specification)	15	Bag	\$ 1,841 <sup>-</sup>	\$ 27,615 <sup>-</sup>
3	Riparian Native Seed Mix bag, 50 lb/bag (Item 3.2.3 of the Specification)	10	Bag	\$ 1,278 <sup>-</sup>	\$ 12,780 <sup>-</sup>
4	Low Growing Seed Mix, bag, 50 lb/bag (Item 3.2.4 of Specification)	10	Bag	\$ 1,196 <sup>-</sup>	\$ 11,960 <sup>-</sup>
5	Pollinator Habitat Seed Mix, bag, 50 lb/bag (Item 3.2.5 of Specification)	5	Bag	\$ No Bid	\$ No Bid
6	Cool Season Grass (Sept 15 thru Feb 28), bag, 50 lb /bag (Item 3.2.6 of Specification)	10	Bag	\$ 108 <sup>-</sup>	\$ 1,080 <sup>-</sup>
<b>TOTAL</b>					\$ 141,035 <sup>-</sup>

**DELIVERY REQUIREMENTS:** The material(s) shall be delivered within ten (10) business days of notification. (Item 4.1 of Specification)

**Bidder's best delivery:** 3 calendar days after receipt of order.

**Bidder Single Point of Contact (SPOC) information:**

**Bidder's Contract SPOC ( Printed):** Tracy Tally

**SPOC's Cell Phone:** 800-657-1822

**SPOC's Office Phone:** 940-648-2751

**SPOC's email address:** seed@Justinseed.com



**BID SHEET  
CITY OF AUSTIN  
REVEGETATION MATERIALS  
INVITATION FOR BID (IFB) GLB0012**

The following documents are required to be completed and submitted with the Offer.  
Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Offer Sheet
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600)
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605)
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700)
<input checked="" type="checkbox"/>	Non-Suspension or Debarment Certification (Section 0805)
<input checked="" type="checkbox"/>	Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)
<input checked="" type="checkbox"/>	Single Point of Contact filled out
<input checked="" type="checkbox"/>	<b>I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID</b>
<input checked="" type="checkbox"/>	<b>I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXECPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID</b>

**DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED**

DELIVERY METHOD: LTH on UPS or By Company Truck

COMPANY NAME: Justin Seed Co.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Tracy Tally

PRINTED NAME: Tracy Tally

EMAIL ADDRESS: Seed@justinseed.com