



Amendment No. 5  
to  
Contract No. NR140000011  
for  
Revenue: Golf Course Golf Ball Retrieval  
between  
PG Golf Ball LLC.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 23, 2019 through April 22, 2020. No options will remain.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/23/2014 – 04/22/22/2017	\$0.02	\$0.02
Amendment No. 1: Name Change 03/02/2015	\$0.00	\$0.02
Amendment No. 2: Option 1 04/23/2017 – 04/22/2018	\$0.00	\$0.02
Amendment No. 3: Option 2 04/23/2018 – 04/22/2019	\$0.00	\$0.02
Amendment No. 4: Name Change 03/05/2019	\$0.00	\$0.02
Amendment No. 5: Option 3 04/23/2019 – 04/22/2020	\$0.00	\$0.02

- 3.0 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.
- 4.0 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:

Printed Name: Jeff Wall  
Authorized Representative

Sign/Date:

DeJuan Brown  
Procurement Specialist II

PG Golf LLC.  
12505 Reed Rd., Suite 150  
Sugar Land, TX 77478

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



**Amendment No. 4  
of  
Contract No. NR140000011  
for  
Golf Ball Retrieval Services  
between  
Professional Golf Ball Services, LTD.  
and the  
The City of Austin**

1.0 The Contract is hereby amended as follows: Change name to **PG Golf LLC** as requested by the Contractor:

	From	To
<b>Vendor Name</b>	Professional Golf Ball Services, LTD	<b>PG Golf LLC</b>
<b>Vendor Code</b> (for City use only)	PRO8310391	<b>V00000959487</b>
<b>Vendor Federal Tax ID (FEIN)</b>	<div style="background-color: black; width: 100px; height: 1.2em;"></div>	<div style="background-color: black; width: 100px; height: 1.2em;"></div>

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 4 is hereby incorporated into and made a part of the Contract.

  
Cindy Reyes  
Contract Management Specialist III  
City of Austin, Purchasing Office

Date

March 15, 2019




Amendment No. 3  
of  
Contract No. NR140000011  
for  
Golf Ball Retrieval Services  
between  
Professional Golf Ball Services, LTD.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective April 23, 2018 to April 22, 2019. one extension remaining.
- 2.0 The total Contract authorization is recapped below:

Basic Term: 04/23/2014 – 04/22/2017
Amendment No. 1: Name Change 03/02/2015
Amendment No. 2: Option 1 04/23/2017 – 04/22/2018
Amendment No. 3: Option 2 04/23/2018 – 04/22/2019

- 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:   
Printed Name: DAVID JONES  
Authorized Representative

Signature & Date: Beatrice Washington 4-17-18  
Beatrice Washington, Contract Management Specialist III  
City of Austin  
Purchasing Office

Professional Golf Ball Services, LTD.  
12505 Reed Rd., Suite 200  
Sugar Land, TX 77478




Amendment No. 2  
of  
Contract No. NR140000011  
for  
Golf Ball Retrieval Services  
between  
Professional Golf Ball Services, LTD.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective April 23, 2017 to April 22, 2018. Two options remain.
- 2.0 The total Contract authorization is recapped below:

Basic Term: 04/23/2014 – 04/22/2017
Amendment No. 1: Name Change 03/02/2015
Amendment No. 2: Option 1 04/23/2017 – 04/22/2018

- 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:   
Printed Name: DAVID JONES  
Authorized Representative

Signature & Date:   
Cindy Reyes, Senior Contract Compliance Specialist  
City of Austin  
Purchasing Office

Professional Golf Ball Services, LTD.  
12505 Reed Rd., Suite 200  
Sugar Land, TX 77478



**Amendment No. 1  
of  
Contract No. NR140000011  
for  
Golf Ball Retrieval Services  
between  
Profession Golf Ball Services, LTD.  
and the  
The City of Austin**

- 1.0 The Contract is hereby amended as follows: Change the Vendor's, Vendor Code and federal tax ID to match Vendor information supplied in original solicitation:

	From	To
<b>Vendor Name</b>	Professional Golf Ball Services	<b>Professional Golf Ball Services LTD</b>
<b>Vendor Code</b> (for City use only)	PRO8302662	<b>PRO831039</b>
<b>Vendor Federal Tax ID (FEIN)</b>	[REDACTED]	

- 2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Debbie DePaul  
Corporate Contract Compliance Supervisor  
City of Austin, Purchasing Office

Date

3/2/15



**Financial and Administrative Service Department**  
**Purchasing Office**  
124 W. 8<sup>th</sup> St., Austin, Texas, 78701

April 23, 2014

Professional Golf Ball Services, Ltd.  
Attn: Jeff Wall, VP Procurement  
12505 Reed Rd., Suite 200  
Sugar Land, TX 77478

Dear Jeff:

The City of Austin has approved the execution of a contract with your company for Golf Ball Retrieval Services in accordance with the referenced solicitation.

Responsible Department:	PARD
Department Contact Person:	Steve Hammond
Department Contact Email Address:	steve.hammond@austintexas.gov
Department Contact Telephone:	512-444-0999
Project Name:	n/a
Contractor Name:	Professional Golf Ball Services, Ltd.
Contract Number:	MA 8600 NR140000011
Contract Period:	04/23/2014 - 04/22/2017
Dollar Amount	n/a
Extension Options:	Three 12-month extension options
Requisition Number:	RQM 8600 14021100198
Solicitation Number:	IFBBV TVN0057
Agenda Item Number:	n/a
Council Approval Date:	n/a

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Steve Hammond, Contract Manager at 512-444-0999.

Sincerely,

Terry Nicholson  
Senior Buyer Specialist  
Purchasing Office  
Financial and Administrative Service Department

cc: S. Hammond, PARD  
K. Gromillion, PARD  
J. Wall, PARD

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Professional Golf Ball Services, LTD. (“Contractor”)  
for  
Golf Ball Retrieval Services  
MA 8600 NR140000011**

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 Professional Golf Ball Services, LTD. having offices at 12505 Reed Rd., Suite 200, Sugar Land, TX 77478 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 IFBBV TVN0057.

**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 Best-Value, TVN0057 including all documents incorporated by reference

1.1.3 Professional Golf Ball Services, LTD. Offer, dated 3/26/2014, 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 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.

**1.4 Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months beginning on March 1, 2013 (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.

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.

**CITY OF AUSTIN**

Printed Name of  
Authorized Person: Terry V. Nicholson

Signature: 

Title: Senior Buyer Specialist

Date 4/23/2014



**BID SHEET  
CITY OF AUSTIN  
GOLF BALL RETRIEVAL SERVICES**

**BID NO.** IFBBV TVN00057  
**RX NO.** RQM 8600 14021100198  
**DATE:** FEBRUARY 27, 2014  
**BUYER:** TERRY NICHOLSON

**Copies of Bid:** Vendor must submit two copies of its signed bid - one original and one copy.  
**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

**EVALUATION CRITERIA #1 - REVENUE PROPOSED:**

**A maximum of 55 points** will be awarded to the bidder with the highest return per golf ball to the City. Other bidders will receive points on a percentage ratio basis.

DESCRIPTION	UNIT	REVENUE
Revenue per golf ball retrieved	EA	10

**EVALUATION CRITERIA #2 - EXPERIENCE AND QUALIFICATIONS:**

**A maximum of 30 points** will be awarded based on the quality and extent of professional experience within the golf ball retrieval industry. This experience will be determined the the length and extent of the bidders' business history and evidence professional certifications and membership in the industry's professional associations. A responsive bidder will have no fewer than five years of sustained experience within this industry. Diver qualifications will be a factor in the Contractor's overall evaluation of experience.

**EVALUATION CRITERIA #3 - SAFETY RECORD:**

**A maximum of 15 points** will be awarded to bidders based on the company's safety record including information provided by references. Respondents shall provide all safety related documentation including but not limited to: safety policies & procedures manual, industry safety certifications and affiliations, etc.

**COMPANY NAME:**

Professional Golf Ball Services LTD

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:**

Jeff Wall

**PRINTED NAME:**

Jeff Wall

**EMAIL ADDRESS:**

jeffw@re-load.com

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IVBBV TVN0057**

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 no later than 3PM, one (1) week prior to the bid opening date. Submissions may be made via email to Terry.Nicholson@austintexas.gov, or via fax at (512)974-2388.

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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IVBBV TVN0057**

- (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
    - (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.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36-months and may be extended thereafter for up to THREE (3) additional 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IVBBV TVN0057**

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

Contractor shall make payment in the form of a check payable to the City of Austin Parks and Recreation Department on a quarterly basis, regardless of the amount. A statement detailing golf ball counts by location and receipt numbers shall accompany the quarterly reconciliation check.

Checks shall be made out to the City of Austin Parks and Recreation Department and mailed to the respective contact/address listed below:

<b>Jimmy Clay/Roy Kizer Golf Complex</b>	
Attn:	Steve Hammond
Address	5400 Jimmy Clay Dr.
City, State Zip Code	Austin, TX 78744

<b>Morris Williams Golf Course</b>	
Attn:	Beth Cleckler
Address	3851 Manor Rd.
City, State Zip Code	Austin, TX 78723

<b>Lions Golf Course</b>	
Attn:	Erik Lopez
Address	2901 Enfield Rd.
City, State Zip Code	Austin, TX 78703

5. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor):**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

**CITY OF AUSTIN  
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SOLICITATION NO. IVBBV TVN0057**

- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation)** with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee's wages;
  - ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IVBBV TVN0057**

6. **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>

7. **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:

Jeremy Wall

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Phone: 512-974-6718

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Email: [jeremy.wall@austintexas.gov](mailto:jeremy.wall@austintexas.gov)

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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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SOLICITATION NO. IFBBV TVN0057**

**SCOPE OF WORK**

**I. PURPOSE**

The City of Austin is seeking offers from businesses qualified and experienced in the retrieval of golf balls from ponds, lakes, and streams, within or adjacent to public golf courses.

**II. BACKGROUND**

The City of Austin owns and operates four golf courses at three locations that have water hazards, ponds, lakes, and streams. The City hosts over 250,000 rounds of golf annually. These hazards accumulate large quantities of golf balls through the normal operation of the facilities. The City would like to capitalize on this potential source of revenue by the retrieval and resale of these golf balls.

**III. SCOPE OF WORK**

**A. Objective:**

The City seeks to establish a contract with a firm having expertise in recovering errant golf balls from water hazards that is within or adjacent to City golf courses. This contract would permit the Contractor exclusive rights to retrieve and resell errant golf balls. The City would then be compensated on a percentage basis of the value of each retrieved golf ball.

**B. Facilities and Hazards:**

1. Jimmy Clay/Roy Kizer Golf Complex: 5400 Jimmy Clay Dr., Austin, Texas 78744 is a 36-hole championship facility. The property has over 65 acres of retrievable water hazards.

**Course: Jimmy Clay**

LOCATION	TYPE	RETRIEVAL METHOD
Between Holes 1 – 9	Water Hazard	Dive or Roll
Between Holes 18 – 10	Water Hazard	Dive or Roll
Hole 18 Green	Water Hazard	Dive or Roll
Hole 16 Green	Water Hazard	Dive or Roll
Hole 6	Water Hazard	Dive or Roll

**Course: Roy Kizer**

LOCATION	TYPE	RETRIEVAL METHOD
Between Holes 2 – 7	Water Hazard	Dive or Roll
Between Holes 3,4,5, and 6	Water Hazard	Dive or Roll
Between Holes 7 – 11	Water Hazard	Dive or Roll
Between Holes 11, 12, and 13	Water Hazard	Dive or Roll
Between Holes 14, 15, 16, and 17	Water Hazard	Dive

**CITY OF AUSTIN  
PURCHASING OFFICE  
SOLICITATION NO. IFBBV TVN0057**

2. Morris Williams Golf Course: 3851 Manor Road, Austin, TX 78723 is an 18-hole championship facility with approximately 3.5 acres of retrievable water hazards and streams.

LOCATION	TYPE	RETRIEVAL METHOD
Green 3	Water Hazard	Dive or Roll
Between Holes 2 – 6	Water Hazard	Dive
Hole 13	Water Hazard	Dive or Roll
Hole 14	Water Hazard	Dive
Hole 11	Stream	Dive
Hole 12	Stream	Dive

3. Lions Golf Course: 2901 Enfield Road, Austin, TX 78703 is an 18-hole championship facility with approximately 3 acres of retrievable water hazards.

LOCATION	TYPE	RETRIEVAL METHOD
Green 10	Water Hazard	Dive or Roll
Green 12	Water Hazard	Dive or Roll
Green 13	Water Hazard	Dive
Green 16	Water Hazard	Dive or Roll

**C. Contractor Requirements:**

1. The Contractor shall determine the method by which golf balls are retrieved.
2. The Contractor shall be responsible for any damages to property or lake-liners incurred during the course of his work.
3. The Contractor shall perform his service during the courses' business hours.
4. The Contractor and the facility representative will arrange a mutually agreed upon time for service.
5. The Contractor shall agree to an inspection by the facility representative or his designee of assets brought onto course property.
6. The Contractor shall provide the facility representative or his designee with a written statement on the number or retrieved golf balls.

**D. City Requirements:**

1. Golf course staff will routinely inspect Contractor vehicles brought onto course property.
2. Golf course staff will accompany the Contractor and his employees back to their vehicles once retrieval service has been completed.
3. Golf course staff will coordinate a golf ball count with the Contractor or his designee to assure an accurate count.
4. The City will appoint a facility representative for each course to whom all correspondence regarding this service shall be sent.





**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID BEST VALUE (IFB-BV)**

**SOLICITATION NO:** TVN0057

**COMMODITY/SERVICE DESCRIPTION:** GOLF BALL  
RETRIEVAL SERVICES

**DATE ISSUED:** MARCH 3, 2014

**REQUISITION NO.:** RQM 8600 14021100198

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 98831

**LOCATION:** N/A

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

**BID DUE PRIOR TO:** 2:00 PM ON MARCH 25, 2014

**BID OPENING TIME AND DATE:** 2:15 PM ON MARCH  
25, 2014

Terry V. Nicholson  
Senior Buyer Specialist

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

**Phone:** (512)

**E-Mail:** terry.n

TVN 0057

**When submit**

RECEIVED

2014 MAR 26 AM 8:35

PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

**All Offers (**

**or container will not be considered.**

**SUBMIT 1 ORIGINAL, \_\_ COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE**

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.

**\*\*\*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	5
0500	SPECIFICATION	2
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and 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.**

Solicitation No. IFBBV TVN0057

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: Professional Golf Ball Services, LTD  
Address: 12505 Reed Rd Ste 200, Sugar Land, TX 77478  
Federal Tax ID No.: [REDACTED]  
Printed Name of Officer or Authorized Representative: Jeff Wall  
Title: VP Procurement  
Signature of Officer or Authorized Representative: Jeff Wall  
E-Mail Address: jeffw@redload.com  
Phone Number: 281-491-4653

\* 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  
SOLICITATION NO. IVBBV TVN0057**

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 no later than 3PM, one (1) week prior to the bid opening date. Submissions may be made via email to Terry.Nicholson@austintexas.gov, or via fax at (512)974-2388.

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.

**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, SECTION 0900 OF THE SOLICITATION.*

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

**OFFEROR:**

Name of Local Firm						
Physical Address						
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						
Physical Address						
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						
Physical Address						
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

REFERENCES

Form Instructions: Please complete and return this form with the bid/quote. The Proposer shall furnish references for at least five (5) customers to whom products and/or services of the same size and scope as those required by this solicitation have been provided within the previous five (5) years. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her new address and phone number.

SOLICITATION NUMBER

IFBBV TVN 0057

VENDOR'S NAME

Professional Golf Ball Service

DATE

03/23/2014

1.

Company's Name

Eagle Golf Corporation

Name of Contact

Karl Ludelke

Title of Contact

Regional Director

Present Address

4854 Lyndon B Johnson Fwy

City, State, Zip Code

Dallas Tx 75244

Current Phone

(281) 395-4653

Fax ( )

Project Name

Golf Ball Retrieval Services

Project Start Date

(month/year)

01/2002

Project End Date

(month/year)

ongoing

Project Size

Project Description

golf ball retrieval for 60+ courses

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Proposer may attach additional pages for description as necessary.)

2.

Company's Name

American Golf Corporation

Name of Contact

Bill Crawford

Title of Contact

VP Operations  
Present Address 6080 Center Drive Suite 500  
City, State, Zip Code Los Angeles, CA 90045  
Current Phone (310) 664 4098 Fax (310) 664 4347  
Project Name Golf Ball Retrieval  
Project Start Date 01/2000 Project End Date ongoing  
(month/year) (month/year)  
Project Size golf ball retrieval services for 100+ courses

Project Description

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Proposer may attach additional pages for description as necessary.)

3. Company's Name Celebration Golf Management  
Name of Contact Kenny Hain  
Title of Contact Executive VP of Golf Operations  
Present Address 751 Golf Park Drive  
City, State, Zip Code Celebration FL 34747  
Current Phone (407) 566 1045 Fax (407) 566 1037  
Project Name Golf Ball Retrieval  
Project Start Date 01/2002 Project End Date ongoing  
(month/year) (month/year)  
Project Size golf ball retrieval services for 8 courses

Project Description

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Proposer may attach additional pages for description as necessary.)

4. Company's Name Touchstone Golf  
 Name of Contact Steve Harker  
 Title of Contact CEO  
 Present Address 2009 RR 620N Suite 112  
 City, State, Zip Code Austin TX 78734  
 Current Phone (512) 351-9264 Fax (512) 351-9296  
 Project Name Golf Ball Retrieval Services  
 Project Start Date 01/2008 Project End Date ongoing  
(month/year) (month/year)  
 Project Size golf ball retrieval services for 35+ courses

**Project Description**

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Proposer may attach additional pages for description as necessary.)

5. Company's Name Sweetwater Country Club  
 Name of Contact Bob McHugh  
 Title of Contact Director of Golf  
 Present Address 4400 Palm Royale  
 City, State, Zip Code Sugar Land TX 77479  
 Current Phone (281) 988-4653 Fax ( )  
 Project Name golf ball Retrieval Services  
 Project Start Date 01/2008 Project End Date ongoing  
(month/year) (month/year)  
 Project Size golf ball Retrieval Services

**Project Description**

(Please describe in detail how the product or service was provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Proposer may attach additional pages for description as necessary.)



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

Company Name Professional Golf Ball Services

- 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: Texas 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 id 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: \_\_\_\_\_