



Amendment No. 4  
To  
Contract No. GA160000007  
For  
Top Dress Silica Sand  
Between  
Superior Silica Sands, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. The Extension Option will be November 04, 2020 through November 03, 2021. No options will remain.
- 2.0 The above referenced contract is also amended to accept an Economic Price Adjustment increase of 25% per "Supplemental Purchase Provisions, Section 8 Economic Price Adjustment" of the contract. The price increase is effective November 4, 2020.

Which Reads:

| Item | Item Description        | Qty   | Unit | Unit Price<br>7/27/2015 | Extended Price<br>7/27/2015 |
|------|-------------------------|-------|------|-------------------------|-----------------------------|
| 1    | Silica Sand (top dress) | 3,500 | ton  | \$28.13                 | \$98,455.00                 |

To Read:

| Item | Item Description        | Qty   | Unit | Unit Price<br>11/4/2020 | Extended Price<br>11/4/2020 |
|------|-------------------------|-------|------|-------------------------|-----------------------------|
| 1    | Silica Sand (top dress) | 3,500 | ton  | \$35.16                 | \$123,060.00                |

- 3.0 The total contract amount is increased by \$123,060.00 by this extension option. The total contract authorization is recapped below:

| Term  | Contract Amount<br>for the Item | Total Contract<br>Amount |
|---|---------------------------------|--------------------------|
| Initial Term: 11/04/2015 – 11/03/2018   | \$295,365.00                    | \$295,365.00             |
| Amendment No. 1: Name Change<br>08/02/2017  | \$ 00.00                        | \$295,365.00             |
| Amendment No. 2: Option 1 – Extension<br>11/04/2018 – 11/03/2019  | \$ 98,455.00                    | \$393,820.00             |
| Amendment No. 3: Option 2 – Extension<br>11/04/2019 – 11/03/2020  | \$ 98,455.00                    | \$492,275.00             |
| Amendment No. 4: Option 3 – Extension<br>11/04/2020 – 11/03/2021 and 25% Price Increase<br>(\$35.16 x 3,500 tons = \$123,060) | \$123,060.00                    | \$615,335.00             |

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principles 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.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Superior Silica Sands, LLC

CITY OF AUSTIN

Sign/Date: Scott Waughtal 9.17.20

Sign/Date: Linell Goodin-Brown Digitally signed by Linell Goodin-Brown  
Date: 2020.09.21 09:58:30 -05'00'

President & COO

Procurement Supervisor

Authorized Representative  
Superior Silica Sands, LLC  
5600 Clearfork Main Street, Suite 400"  
Fort Worth, Texas 76109  
(817) 618-4013  
lhlckev@sssand.com

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



Amendment No. 3  
To  
Contract No. GA160000007  
For  
Top Dress Silica Sand  
Between  
Superior Silica Sands, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be November 4, 2019 through November 3, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$98,455.00 by this extension period. The total contract authorization is recapped below:

| Action   | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term:<br>11/04/2015 – 11/03/2018                         | \$295,365.00  | \$295,365.00          |
| Amendment No. 1: Name Change<br>08/02/2017                       | \$0.00        | \$295,365.00          |
| Amendment No. 2: Option 1 – Extension<br>11/04/2018- 11/03/2019  | \$98,455.00   | \$393,820.00          |
| Amendment No. 3: Option 2 – Extension<br>11/04/2019 – 11/03/2020 | \$98,455.00   | \$492,275.00          |

- 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:

Printed Name: Richard J. Shearer  
Authorized Representative

Superior Silica Sands, LLC  
5600 Clearfork Main Street, Suite 400  
Fort Worth, Texas 76109  
(817) 618-4013  
[lhickey@sssand.com](mailto:lhickey@sssand.com)

Sign/Date:

Matthew Duree  
Procurement Manager

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

10-15-19



Amendment No. 2  
of  
Contract No. GA160000007  
for ~~Top Dress Silica Sand~~ *BU*  
~~Top Dress Silica Sand~~  
between  
Superior Silica Sands  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective November 4, 2018, to November 3, 2019. Two options remain.
- 2.0 The total contract amount is increased by \$98,455.00 for the extension option period. The total Contract authorization is recapped below:

| Term   | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Basic Term: 11/04/15 – 11/03/18                  | \$295,365.00  | \$295,365.00          |
| Amendment No. 1: Name Change<br>8/2/2017         | \$0.00        | \$295,365.00          |
| Amendment No. 2: Option 1<br>11/04/18 – 11/03/19 | \$98,455.00   | \$393,820.00          |

- 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 and Date:

Printed Name:

Authorized Representative

*Deborah Deibert,*  
*CFO*

Signature and Date:

*MD - 10-22-18*  
Matthew Duree, Procurement Manager  
City of Austin  
Purchasing Office

Superior Silica Sands  
6000 Western Place Suite 465  
Fort Worth, TX 76107





Amendment No. 1  
to  
Contract No. GA160000007  
for  
Top Dress Silica Sand  
Between  
Osburn Materials Inc., dba Osburn Sand Company  
and the  
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

|             | From   | To                         |
|-------------|--|----------------------------|
| Vendor Name | Osburn Materials Inc., dba Osburn Sand Company | Superior Silica Sands LLC. |
| Vendor Code | OSB8311222                                     | V00000945995               |
| FEIN        | [REDACTED]                                     | [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.

*Linell Goodin-Brown*

Linell Goodin-Brown, Contract Management Supervisor II  
City of Austin, Purchasing Office

*9-2-17*

Date



## City of Austin

### Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

November 4, 2015

Osburn Materials, Inc.  
Clay M. Tooke  
24068 Pleasanton Rd.  
San Antonio, TX 78264  
osburomaterialsinc@wildblue.net

Dear Mr. Tooke:

The Austin City Council approved the execution of a contract with your company for Sand Supply Agreement in accordance with the referenced solicitation.

|                               |                                  |
|-------------------------------|----------------------------------|
| Responsible Department:       | Parks and Recreation Department  |
| Department Contact Person:    | Kevin Gomillion                  |
| Department Contact Email:     | Kevin.Gomillion@austintexas.gov  |
| Department Contact Telephone: | (512) 974-9351                   |
| Project Name:                 | Sand Supply Agreement            |
| Contractor Name:              | Osburn Materials, Inc.           |
| Contract Number:              | MA 8600 GA160000007              |
| Contract Period:              | 11/4/15-11/3/18                  |
| Dollar Amount                 | \$295,365                        |
| Extension Options:            | Three 12-month extension options |
| Solicitation Type & Number:   | Invitation for Bids, TVN1014     |
| Agenda Item Number:           | 20                               |
| Council Approval Date:        | 10/15/2015                       |

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

Sincerely,

Georgia Billela  
Buyer II  
City of Austin  
Purchasing Office

cc: Kevin Gomillion, Parks and Recreation Department  
Idella Wilson, Parks and Recreation Department  
Terry Nicholson, Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Osburn Materials, Inc. ("Contractor")  
for  
Sand Supply Agreement  
MA 8600 GA160000007**

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 Osburn Materials, Inc., having offices at 24068 Pleasanton Road, San Antonio, Texas 78264, 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 TVN1014.

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

1.1.1 This document

1.1.2 The City's Solicitation, IFB TVN1014, including all documents incorporated by reference

1.1.3 Osburn Materials, Inc.'s Offer, dated August 5, 2015, 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 document

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 36 months and may be extended thereafter for up to three 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 \$295,365 for the initial Contract term and \$98,455 for each extension option as indicated in the Bid Sheet, IFB Section 0600, for a total Contract amount not to exceed \$590,730. 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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**OSBURN MATERIALS, INC.**

Clay M. Soske  
Printed Name of Authorized Person

Clay M. Soske  
Signature

President  
Title:

11/2/15  
Date:

**CITY OF AUSTIN**

Georgia Billela  
Printed Name of Authorized Person

[Signature]  
Signature

Buyer II  
Title:

11/4/15  
Date:

**CITY OF AUSTIN**

JONATHAN DALCHAU  
Printed Name of Authorized Person

[Signature]  
Signature

SENIOR BUYER  
Title:

11/4/2015  
Date:

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: Osburn Materials, Inc.

Company Address: 24068 Pleasanton Road

City, State, Zip: San Antonio, Texas 78264

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Clay M. Tooke

Title: President

Signature of Officer or Authorized Representative: Clay M. Tooke

Date: August 5, 2015

Email Address: osburnmaterialsinc@wildblue.net

Phone Number: 210-626-2045

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





**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB TVN1014**

**Addendum No: 2**

**Date of Addendum: August 7, 2015**

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

**I. Questions:**

Q5: What color is the Topdress Sand (Item 2)?

A5: Tan.

**II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY:

  
Terry V. Nicholson, Sr. Buyer Specialist  
Purchasing Office, 512-974-2995

Date

8/7/15

ACKNOWLEDGED BY:

Osborn Materials

Name

  
Authorized Signature

9/20/15

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

**Solicitation: IFB TVN1014**

**Addendum No: 1**

**Date of Addendum: July 31, 2015**

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

I. **Clarifications:** Section 0600 (Bid Sheet), has been replaced to correct the description and quantity on Item 4 (Delivery).

II. **Questions:**

Q1: In your Bid Sheet, Item #1 shows as White Sureplay Silica Sand, is that the same thing as Item # 2.2 of your specs? If yes, what is the specification for this?

A1: **The particles are the same, only the color is different.**

Q2: In your Bid Sheet, Item #2 shows as Silica Sand (topdress), is that the same thing as Item # 2.1 of your specs? If not, what is the specification for this?

A2: **Yes**

Q3: In your Bid Sheet, Item #4 shows delivery in 25-ton truckloads. However, the maximum amount that you can carry in a flatbed truck conforming to the DOT regulations is 24-tons. Pl clarify. Also, on the same line, where is the quantity 1,850 coming from?

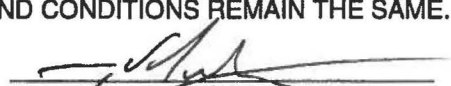
A3: **The requirement is 24 tons. The estimated delivery quantity estimate is incorrect. The correct qty. for Line 4 (Delivery) is 223 ((5,530 tons/24 tons per delivery). See clarification above.**

Q4: What is the packaging of all your sand products?


A4: **No packaging, bulk delivery**

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

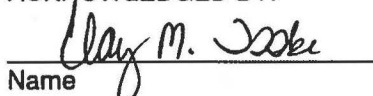
APPROVED BY:

  
Terry V. Nicholson, Sr. Buyer Specialist  
Purchasing Office, 512-974-2995

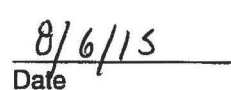
Date

  
7/31/15

ACKNOWLEDGED BY:

  
Name

  
Authorized Signature

  
Date 8/6/15

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

**BID SHEET  
CITY OF AUSTIN  
PARKS & RECREATION SAND SUPPLY**

**BID NO. IFB TVN1014**

**RX NO. RQM 8600 15050500325**

**DATE: JULY 27, 2015**

**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.**

| ITEM | ITEM DESCRIPTION                | QTY.  | UNIT | UNIT PRICE       | EXTENDED PRICE   |
|------|---------------------------------|-------|------|------------------|------------------|
| 1    | White Sureplay Silica Sand      | 1,500 | ton  | No Bid           | 00.00            |
| 2    | Silica Sand (topdress)          | 3,500 | ton  | 28.13            | 98,455.00        |
| 3    | Masonry Sand                    | 350   | ton  | No Bid           | 00.00            |
| 4    | Delivery (Per 24 ton truckload) | 223   | ton  | No Bid           | 000.00           |
|      |                                 |       |      | <b>TOTAL BID</b> | <b>98,455.00</b> |

COMPANY NAME: Osburn Materials, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Clay M. Tooke

PRINTED NAME: Clay M. Tooke

EMAIL ADDRESS: osburnmaterialsinc@wildblue.net

|  |     |    |
|--|-----|----|
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
|  |     |    |

**SUBCONTRACTOR(S):**

|  |     |    |
|--|-----|----|
| Name of Local Firm   |     |    |
| Physical Address   |     |    |
| Is your headquarters located in the Corporate City Limits? (circle one)  | Yes | No |
| or   |     |    |
| Has your branch office been located in the Corporate City Limits for the last 5 years  | Yes | No |
|  |     |    |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
|  |     |    |

**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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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 (REFERENCE SECTION 0900).*

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

**OFFEROR:**

|  |     |    |
|--|-----|----|
| Name of Local Firm   |     |    |
| Physical Address   |     |    |
| Is your headquarters located in the Corporate City Limits? (circle one)  | Yes | No |
| or   |     |    |
| Has your branch office been located in the Corporate City Limits for the last 5 years?   |     |    |
|  |     |    |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
|  |     |    |

**SUBCONTRACTOR(S):**

|   |     |    |
|---|-----|----|
| Name of Local Firm  |     |    |
| Physical Address  |     |    |
| Is your headquarters located in the Corporate City Limits? (circle one)               | Yes | No |
| or  |     |    |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
|   |     |    |



4. Company's Name Cordillera Ranch  
Name and Title of Contact Mark Semm, Golf Course Superintendent  
Present Address 1092 Clubs Drive  
City, State, Zip Code Boerne, Texas 78006  
Telephone Number ( 830 ) 336-3710 Fax Number ( 830 ) 336-3720  
Email Address msemm@cordilleraranch.com

5. Company's Name Lakeway Golf Club  
Name and Title of Contact Tyler Eastwood, Golf Course Superintendent  
Present Address 1210 Lohmans Crossing  
City, State, Zip Code Austin, Texas 78734  
Telephone Number ( 512 ) 261-7290 Fax Number ( 512 ) 261-7634  
Email Address tyler.eastwood@ourclub.com

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name Osburn Materials, Inc.

1. Company's Name The Quarry Golf Club  
Name and Title of Contact Bruce Burger, Golf Course Superintendent  
Present Address 444 E. Basse Road  
City, State, Zip Code San Antonio, Texas 78209  
Telephone Number (210) 804-1158 Fax Number (210) 824-3068  
Email Address bburger@quarrygolf.com

2. Company's Name Oak Hills Country Club  
Name and Title of Contact Craig, Felton, Golf Course Superintendent  
Present Address 5403 Fredericksburg Rd.  
City, State, Zip Code San Antonio, Texas 78229  
Telephone Number (210) 384-0546 Fax Number (210) 384-0398  
Email Address craig@oakhillsc.com

3. Company's Name Bluebonnet Hills Golf Club  
Name and Title of Contact Todd Miller, Golf Course Superintendent  
Present Address 9100 Decker Lane  
City, State, Zip Code Austin, Texas 78724  
Telephone Number (512) 272-4608 Fax Number (512) 272-4406  
Email Address wtodd@peoplepc.com

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

Company Name Osburn Materials, Inc.

- 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: \_\_\_\_\_

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER: IFB 8600 TVN1014

PROJECT NAME: Annual Supply Agreement of Sand

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

|                               |  |            |              |
|-------------------------------|--|------------|--------------|
| Name of Contractor/Consultant | Osburn Materials, Inc.   |            |              |
| Address                       | 24068 Pleasanton Road  |            |              |
| City, State Zip               | San Antonio, Texas 78264   |            |              |
| Phone Number                  | 210-626-2045   | Fax Number | 210-626-3166 |
| Name of Contact Person        | Clay M. Tooke  |            |              |
| Is Company City certified?    | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/> |            |              |

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Clay M. Tooke, President

Name and Title of Authorized Representative (Print or Type)

Signature

Date

8/6/15

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

|  |   |  |  |
|--|---|--|--|
| <b>Sub-Contractor / Sub-Consultant</b>         |   |  |  |
| City of Austin Certified                       | MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: | <input type="checkbox"/> Non-Certified |  |
| Vendor ID Code                                 |   |  |  |
| Contact Person                                 |   | Phone Number                           |  |
| Amount of Subcontract                          | \$  |  |  |
| List commodity codes & description of services |   |  |  |

|  |   |  |  |
|--|---|--|--|
| <b>Sub-Contractor / Sub-Consultant</b>         |   |  |  |
| City of Austin Certified                       | MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: | <input type="checkbox"/> Non-Certified |  |
| Vendor ID Code                                 |   |  |  |
| Contact Person                                 |   | Phone Number                           |  |
| Amount of Subcontract                          | \$  |  |  |
| List commodity codes & description of services |   |  |  |

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER: IFB 8600 TVN1014

PROJECT NAME: Annual Supply Agreement of Sand

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall 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 or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Osburn Materials, Inc.

Company Name

Clay M. Tooke , President

Name and Title of Authorized Representative (Print or Type)

Signature

Date

*Clay M. Tooke*

8/6/15





**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID (IFB)**  
**OFFER SHEET**

**SOLICITATION NO:** TVN1014

**DATE ISSUED:** JULY 27, 2015

**COMMODITY/SERVICE DESCRIPTION:** PARKS AND RECREATION SAND SUPPLY AGREEMENT

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

**REQUISITION NO.:** RQM 8600 15050500325

**LOCATION:** N/A

**COMMODITY CODE:** 7507770 & 7507774

**BID DUE PRIOR TO:**

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

**BID OPENING TIME AND DATE:** 2:00 PM ON AUGUST 18, 2015

Terry V. Nicholson

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

Senior Buyer Specialist

**Phone:** (512) 974-2995

**E-Mail:** Terry.Nicholson@austintexas.gov

**LIVE BID OPENING ONLINE:**

Georgia Billela

Buyer II

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

**E-Mail:** Georgia.Billela@austintexas.gov

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

<http://www.austintexas.gov/departments/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:**

| Address for US Mail (Only)                                     | Address for Fedex, UPS, Hand Delivery or Courier Service       |
|--|--|
| City of Austin   | City of Austin, Municipal Building                             |
| Purchasing Office-Response Enclosed for Solicitation # TVN1014 | Purchasing Office-Response Enclosed for Solicitation # TVN1014 |
| P.O. Box 1088  | 124 W 8 <sup>th</sup> Street, Rm 308                           |
| Austin, Texas 78767-8845                                       | Austin, Texas 78701  |
|  | Reception Phone: (512) 974-2500                                |

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**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, AND 1 ELECTRONIC COPY OF YOUR RESPONSE ON CD OR FLASH DRIVE**

**\*\*\*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.**

| <b>SECTION NO.</b> | <b>TITLE</b>   | <b>PAGES</b> |
|--------------------|--|--------------|
| 0100               | STANDARD PURCHASE DEFINITIONS  | *            |
| 0200               | STANDARD SOLICITATION INSTRUCTIONS                                       | *            |
| 0300               | STANDARD PURCHASE TERMS AND CONDITIONS                                   | *            |
| 0400               | SUPPLEMENTAL PURCHASE PROVISIONS   | 5            |
| 0500               | SPECIFICATION  | 5            |
| 0600               | BID SHEET – Must be completed and returned with Offer                    | 1            |
| 0605               | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return          | 2            |
| 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 & return                        | 1            |
| 0900               | MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return    | 2            |

**\* 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.**

**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: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

|                      |
|----------------------|
| SOLICITATION NUMBER: |
| PROJECT NAME:        |

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall 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 or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

|     |       |  |
|-----|-------|--|
| No  | _____ | If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope   |
| Yes | _____ | If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope. |

**After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.**

|  |      |
|--|------|
| I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin. |      |
| Company Name   |      |
| Name and Title of Authorized Representative (Print or Type)  |      |
| Signature  | Date |

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
*(Please duplicate as needed)*

|                      |
|----------------------|
| SOLICITATION NUMBER: |
| PROJECT NAME:        |

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

|                               |   |            |  |
|-------------------------------|---|------------|--|
| Name of Contractor/Consultant |   |            |  |
| Address                       |   |            |  |
| City, State Zip               |   |            |  |
| Phone Number                  |   | Fax Number |  |
| Name of Contact Person        |   |            |  |
| Is Company City certified?    | Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/> |            |  |

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract.  
**Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

|  |  |              |  |
|--|--|--------------|--|
| <b>Sub-Contractor / Sub-Consultant</b>         |  |              |  |
| City of Austin Certified                       | MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified |              |  |
| Vendor ID Code                                 |  |              |  |
| Contact Person                                 |  | Phone Number |  |
| Amount of Subcontract                          | \$   |              |  |
| List commodity codes & description of services |  |              |  |

|  |  |              |  |
|--|--|--------------|--|
| <b>Sub-Contractor / Sub-Consultant</b>         |  |              |  |
| City of Austin Certified                       | MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified |              |  |
| Vendor ID Code                                 |  |              |  |
| Contact Person                                 |  | Phone Number |  |
| Amount of Subcontract                          | \$   |              |  |
| List commodity codes & description of services |  |              |  |

|  |  |
|--|--|
| <b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>  |  |
| <p>Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.</p> <p><b>Reviewing Counselor</b> _____ <b>Date</b> _____ <b>Director/Deputy Director</b> _____ <b>Date</b> _____</p> |  |



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IFB TVN1014**

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.
    - (b) Contractor/Subcontracted Work.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IFB TVN1014**

- (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 THIRTY SIX (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 TWELVE (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IFB TVN1014**

5. **DELIVERY REQUIREMENTS:** Refer to Section 0500 ( purchase specification), subsection 9.0 for current delivery locations:

- A. Delivery is to be made within FIVE (5) business 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           | Parks & Recreation |
| Attn:                | Michelle Walker    |
| Address              | 200 S. Lamar Blvd. |
| City, State Zip Code | Austin, TX 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. **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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IFB TVN1014**

- D. The City requires Offerors submitting Offers on this Solicitation to certify 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>

8. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 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.
- 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. IFB TVN1014**

iii. **Index Identification:** Complete table as they may apply.

|   |  |
|---|--|
| Weight % or \$ of Base Price: 100   |  |
| Database Name: U. S. Bureau of Labor Statistics                                     |  |
| Series ID: WPU1321  |  |
| <input checked="checked" type="checkbox"/> Not Seasonally Adjusted                  | <input type="checkbox"/> Seasonally Adjusted |
| Geographical Area: n/a  |  |
| Description of Series ID: Construction sand, gravel, and crushed stone              |  |
| This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL |  |

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, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **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:

Nick Smitham

Phone: 512-447-2616

Email: Nick.Smitham@austintexas.gov

\*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. IFB TVN1014**

**PARKS AND RECREATION DEPARTMENT  
SPECIFICATION FOR PURCHASE AND DELIVERY OF SAND**

**1.0 SCOPE AND CLASSIFICATION**

**1.1 Scope**

This specification establishes the minimum requirements for an annual supply agreement for the purchase and delivery of Golf Green Topdressing Sand, Silica Sand, and Masonry sand for use by the City of Austin, hereinafter referred to as the City.

**1.2 Classification**

The various sand types will be used by the City of Austin Parks and Recreation Department as a surfacing material at and on various City golf courses, volleyball courts, and additional City locations.

**2.0 MATERIAL REQUIREMENTS**

- 2.1 SILICA SAND:** The particle size distribution of the sand must meet the following United States Golf Association sieve size analysis specifications:

| <u>Sieve Size</u> | <u>Required %</u> |
|-------------------|-------------------|
| 10                | 0-10              |
| 18                | 2-8               |
| 35                | 25-35             |
| 60                | 45-65             |
| 100               | 8-17              |
| 270               | 0-3               |
| PAN               | 0-0.5             |

- 2.1.1 Sand must meet the United States Golf Association annual report specifications for Greens construction as verified by Thomas Turf Services.

- 2.2 SUREPLAY:** White Sureplay Sand

- 2.3 MASONRY SAND:** The sand will be masonry sand specification ASTM C 144. The particle size particle size distribution of the sand must meet the following sieve size analysis specifications:

| <u>Sieve Size</u> | <u>ASTM C-144</u> |
|-------------------|-------------------|
| #4                | 100               |
| #8                | 95-100            |
| #16               | 70-100            |
| #30               | 40-75             |
| #50               | 10-35             |
| #100              | 2-15              |
| #200              | 0-5               |

**3.0 CONTRACTOR REQUIREMENTS**

- 3.1** Contractor shall meet and comply with all local, state and federal guidelines, including but not limited to OSHA for the sale and delivery of Sand.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SOLICITATION NO. IFB TVN1014**

- 3.2 Contractor shall meet all certification, licensing, and regulation requirements for driver's and equipment.
- 3.3 Contractor shall furnish all necessary labor, tools, equipment, and supplies to supply the commodity and perform the required service(s) under this scope of work.
- 3.4 Contractor shall be responsible for any damage caused by the actions of the Contractor, Contractor's employees, subcontractors, and or equipment while delivering on City property.
- 3.5 Contractor shall deliver to City locations provided on order. Delivery location(s) will be provided at time of order.
- 3.6 Contractor shall make delivery five (5) business days after order has been placed.
- 3.7 Contractor shall deliver complete orders of sand to requested locations.
- 3.8 Partial orders may be accepted upon approval of Contract Manager. Coordination with Contract Manager for partial orders must take place at minimum three (3) hours prior to delivery.
- 3.9 Contractor shall contact designated City contact within five (5) business days should Contractor not be able to deliver complete order/request.
- 3.10 Contractor shall provide delivery notification within five (5) business amount of time.
- 3.11 Contractor shall notify Contract Manager of any issues that will cause Contractor to delay delivery. Minimum of one (1) hour notification required.
- 3.12 Contractor shall deliver to specified and designated delivery areas as directed by City to minimize risk to parkland and or City property.
- 3.13 Contractor shall reschedule delivery within twenty-four (24) hours of non-delivery notice.
- 3.14 Contractor shall contact Contract Manager at start of business day when inclement weather impacts requested delivery.
- 3.15 Contractor shall provide "truck scale tickets" with each delivery.
- 3.16 Contractor shall place a tarp over sand for each delivery made to the City regardless of quantity.
- 3.17 There shall be no minimum order quantities.

**4.0 SAFETY REQUIREMENTS**

- 4.1 Contractor shall comply with all local, state, and federal guidelines, standards, regulations, and laws concerning the sale and delivery of sand materials, applicable and effective on the date of delivery, including, but not limited to safety, noise, and emission control standards as apply to both private industry, and governmental agencies. This includes compliance with applicable OSHA guidelines, requirements and standards.
- 4.2 Contractor shall comply with Parks and Recreation Department Rules and Regulations, as well as City Ordinances, and State and Federal Laws when on City property and parkland.
- 4.3 Flashing lights (Hazard lights) and warning devises must be used on trucks and trailers while delivering on City property.
- 4.4 Contractor shall be responsible for instructing his/her employees on appropriate safety measures.
- 4.5 Contractor shall deliver at and on specified delivery locations. Driving on sidewalks, irrigations systems, concrete slabs, curbs, electrical boxes, etc., is strictly prohibited.

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**5.0 SAMPLES, INSPECTION AND TEST REQUIREMENTS**

- 5.1 The following sample, inspection, and test requirements shall apply to all sand types specified in this scope of work unless otherwise expressly stated herein.
- 5.1.1 Contractor shall provide the City with a current report, documenting the physical and chemical properties of the sand upon request.
- 5.1.2 Contractor shall perform the following tests:
- Particle Size Analysis
  - pH test
  - EC test
  - Physical Measurement Analysis
- 5.1.3 A minimum of one (1) gallon of each sand in bid must be furnished for analysis at no additional cost to the City upon request.
- 5.1.4 Each sample must be NAMED for identification on the soil test report (example: XYZ Brown Mix).
- 5.1.5 Contractor shall be responsible for all costs of soil/sand analysis.
- 5.1.6 Contractor shall submit results of the sand analysis with bid. In order to be considered in the bid evaluation, the sand must conform to United States Golf Association specifications for Greens Construction as verified by Thomas Turf Services.
- 5.1.7 Contractor shall provide a particle analysis report to the Contract Manager for each bulk delivery of sand to a golf course. This analysis may be performed by the Contractor's technical staff.
- 5.1.8 If inconsistencies, impurities, and or contamination exist in the sand, and if reasonable doubt exists as to the quality and/or performance capabilities, the Contractor shall at no cost to the City, replace with sand that passes demonstration and evaluation. Failure to provide such samples will be grounds for rejection of bid.
- 5.1.9 The City will not pay for contaminated sand or sand that does not meet specification.
- 5.2 Silica Sand and Topdress analysis/test must be conducted by Thomas Turf Services.
- 5.2.1 Contractor shall submit silica sand and Topdress sand samples by mail to:
- Thomas Turf Services  
Soil Analysis & Turf Management  
Attention: Jim Thomas or Bob Yzaguirre  
2151 Harvey Mitchell PKY S, Suite 302  
College Station, Texas 77840-5247  
Telephone # 979-764-2050  
Fax # 979-764-2152
- 5.2.2 Multiple samples for silica sand will be submitted to Thomas Turf Services particle analysis and report evaluation of multiple sands are requested.

**6.0 CITY REQUIREMENTS**

- 6.1 City will provide a contact on site for each delivery.
- 6.2 City will identify Parks staff that will be on call for delivery and inspection.
- 6.3 Site delivery capacity will be provided at time of delivery order.
- 6.4 City will prep site prior to delivery.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SOLICITATION NO. IFB TVN1014**

- 6.5 City will specify time and location of delivery on order.
- 6.6 City will not engage, accept, approve, and or entertain change orders without written authorization.
- 6.7 City will provide access to delivery site for offloading of material to allow Contractor ingress and egress at time of delivery.
- 6.8 City reserves the right to inspect delivery and refuse any material not meeting specification.
- 6.9 City will inspect delivery upon arrival of sand prior to offloading of material.
- 6.10 City will sign off on delivery receipt post inspection and quality control test of material.
- 6.11 City reserves the right to coordinate PARD staff pick-up for golf green topdressing gravel at Contractor location and forego delivery.
- 6.12 City reserves the right to make alternate purchase and delivery arrangements in the event Contractor cannot perform under the requirements of this scope of work.
- 6.13 City reserves the right to add, remove, and or change locations.
- 6.14 The City reserves the right to specify the size of delivery truck. Truck delivery specifications will be provided at time of order.

**7.0 CHANGE ORDERS**

- 7.1 All changes will be made via a contract amendment.
- 7.2 All change orders will be in writing.
- 7.3 All change orders must be provided within twenty-four (24) hours of delivery.
- 7.4 Only the City has the authority to change an order.

**8.0 HOURS OF OPERATION**

- 8.1 The hours of operation shall be 6 AM to 6 PM.
- 8.2 Deliveries after hours shall be coordinated with the Contract Manager.

**9.0 DELIVERY LOCATIONS**

- 9.1 Contractor shall provide delivery to the following City of Austin, Parks and Recreation locations:

9.1.1 Golf Course Locations:

- Lions Municipal Golf Course  
2901 Enfield Rd.  
Austin, TX 78703  
512-472-0684  
Contact: Mike Branski  
Cell: 512-694-8323  
Email: [Michael.branski@austintexas.gov](mailto:Michael.branski@austintexas.gov)
- Jimmy Clay & Roy Kizer Golf Courses  
5400 Jimmy Clay Dr.  
Austin, TX. 78744  
512-447-2616  
512-326-3933 fax  
Contact: Nick Smitham  
Cell: 512-923-6641  
Email: [Nick.smitham@austintexas.gov](mailto:Nick.smitham@austintexas.gov)

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- Morris Williams Golf Course  
4305 Manor Dr.  
Austin, TX 78723  
512-926-3580  
512-926-7657 fax  
Contact: Jason Chapman  
Cell: 512-751-7890  
Email: [Jason.chapman@austintexas.gov](mailto:Jason.chapman@austintexas.gov)
- Hancock Golf Course  
811 East 41st St.  
Austin, TX. 78751  
512-451-1768  
512-451-1768 fax  
Contact: George Krueger  
Cell: 512-848-0351  
Email: [George.krueger@austintexas.gov](mailto:George.krueger@austintexas.gov)
- Grey Rock Golf Club  
7401 Hwy 45  
Austin, TX 78739  
512-301-3962  
Contact: Jim Papa  
Cell: 512-497-6736  
Email: [jim@greyrockgolfclub.com](mailto:jim@greyrockgolfclub.com)

9.1.2 Recreation Center Locations:

- 515 S Pleasant Valley Rd Austin, TX 78741
- 2100 E 3rd St Austin, TX 78702
- 2608 Gonzales St Austin, TX 78702
- 5398 Bolm Rd, Austin, TX 78721
- 34 Robert T Martinez Jr St Austin, TX 78702
- 200 S Lamar Blvd. Austin, TX 78704
- 400 Robert E Lee Rd, Austin, TX 78704
- 1201 E Runberg Ln Austin, TX 78753
- 12138 N Lamar Blvd Austin, TX 78753

- 9.2 Delivery locations will be determined at time of order. The City reserves the right to add additional locations as required.

**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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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 (REFERENCE SECTION 0900).*

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

**OFFEROR:**

|  |     |    |
|--|-----|----|
| Name of Local Firm   |     |    |
| Physical Address   |     |    |
| Is your headquarters located in the Corporate City Limits? (circle one)  | Yes | No |
| or   |     |    |
| Has your branch office been located in the Corporate City Limits for the last 5 years?   |     |    |
|  |     |    |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
|  |     |    |

**SUBCONTRACTOR(S):**

|   |     |    |
|---|-----|----|
| Name of Local Firm  |     |    |
| Physical Address  |     |    |
| Is your headquarters located in the Corporate City Limits? (circle one)               | Yes | No |
| or  |     |    |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
|   |     |    |

|  |     |    |
|--|-----|----|
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
|  |     |    |

**SUBCONTRACTOR(S):**

|  |     |    |
|--|-----|----|
| Name of Local Firm   |     |    |
| Physical Address   |     |    |
| Is your headquarters located in the Corporate City Limits? (circle one)  | Yes | No |
| or   |     |    |
| Has your branch office been located in the Corporate City Limits for the last 5 years  | Yes | No |
|  |     |    |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
|  |     |    |

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name \_\_\_\_\_

1. Company's Name \_\_\_\_\_

Name and Title of Contact \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_

Email Address \_\_\_\_\_

2. Company's Name \_\_\_\_\_

Name and Title of Contact \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_

Email Address \_\_\_\_\_

3. Company's Name \_\_\_\_\_

Name and Title of Contact \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_

Email Address \_\_\_\_\_

4. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number ( ) Fax Number ( )

Email Address

5. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number ( ) Fax Number ( )

Email Address

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

Company Name \_\_\_\_\_

- 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: \_\_\_\_\_

- (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: \_\_\_\_\_



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB TVN1014**

**Addendum No: 2**

**Date of Addendum: August 7, 2015**

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


**I. Questions:**

**Q5:** What color is the Topdress Sand (Item 2)?

**A5:** Tan.

**II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY:

  
Terry V. Nicholson, Sr. Buyer Specialist  
Purchasing Office, 512-974-2995

Date

8/7/15

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH  
YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY  
CONSTITUTE GROUNDS FOR REJECTION.**





**ADDENDUM  
CITY OF AUSTIN, TEXAS**

**Solicitation: IFB TVN1014**

**Addendum No: 1**

**Date of Addendum: July 31, 2015**

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

I. **Clarifications:** Section 0600 (Bid Sheet), has been replaced to correct the description and quantity on Item 4 (Delivery).

II. **Questions:**

Q1: In your Bid Sheet, Item #1 shows as White Sureplay Silica Sand, is that the same thing as Item # 2.2 of your specs? If yes, what is the specification for this?

**A1: The particles are the same, only the color is different.**

Q2: In your Bid Sheet, Item #2 shows as Silica Sand (topdress), is that the same thing as Item # 2.1 of your specs? If not, what is the specification for this?

**A2: Yes**

Q3: In your Bid Sheet, Item #4 shows delivery in 25-ton truckloads. However, the maximum amount that you can carry in a flatbed truck conforming to the DOT regulations is 24-tons. Pl clarify. Also, on the same line, where is the quantity 1,850 coming from?

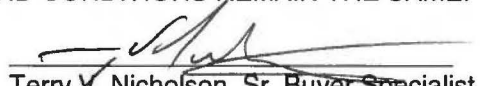
**A3: The requirement is 24 tons. The estimated delivery quantity estimate is incorrect. The correct qty. for Line 4 (Delivery) is 223 ((5,530 tons/24 tons per delivery). See clarification above.**

Q4 What is the packaging of all your sand products?

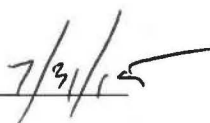
**A4: No packaging, bulk delivery**

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Terry V. Nicholson, Sr. Buyer Specialist  
Purchasing Office, 512-974-2995

Date

  
7/31/15

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

**BID SHEET  
CITY OF AUSTIN  
PARKS & RECREATION SAND SUPPLY**

**BID NO. IFB TVN1014**  
**RX NO. RQM 8600 15050500325**  
**DATE: JULY 27, 2015**  
**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.

| ITEM | ITEM DESCRIPTION                | QTY.  | UNIT | UNIT PRICE       | EXTENDED PRICE |
|------|---------------------------------|-------|------|------------------|----------------|
| 1    | White Sureplay Silica Sand      | 1,500 | ton  |                  |                |
| 2    | Silica Sand (topdress)          | 3,500 | ton  |                  |                |
| 3    | Masonry Sand                    | 350   | ton  |                  |                |
| 4    | Delivery (Per 24 ton truckload) | 223   | ton  |                  |                |
|      |                                 |       |      | <b>TOTAL BID</b> |                |

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources  
**FROM:** Terry V. Nicholson, Sr. Buyer Specialist  
**DATE:** 6/19/15  
**SUBJECT:** Request for Determination of Goals for Solicitation No. IFB TVN1014

Project Name: PARD Sand Supply  
Commodity Code(s): 7507774 & 7507770  
Estimated Value: \$803,880.00 for full 6 year term

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

This is strictly a supply contract for Golf Course and Masonry Sand. There will likely be multiple awards made due to the exclusive nature of the golf course requirements.

**There are no Trade Summaries for this commodity group.**

The Departmental Point of Contact is: Kirk Scanlon at Phone: 512-974-6767

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-322-6586.

       **Approved w/ Goals**                      ☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

- a. Goals:               % MBE               % WBE
- b. Subgoals           % African American           % Hispanic
- % Native/Asian American           % WBE

This determination is based on the following reasons:

There will be multiple awards. There is only  
1 certified firm. And it solely for the  
procurement of sand

Veronica Lara, Director

Date: 7-6-15

cc: Lorena Resendiz